**Cultural Council of Palm Beach County**

**Request for Proposal**

**Full-Service Advertising Agency**

****

**DATE: July 1, 2015**

****

**SIGNATURE PAGE**

One original signature page must be signed in ink by an individual authorized to legally bind the business submitting the proposal and included as page 1 with the original proposal and all copies.

NAME OF FIRM: CONTACT NAME: TITLE:

SIGNATURE: DATE:

ADDRESS:

TELEPHONE: MAIN: ( ) CELL: ( ) EMAIL ADDRESS: ( ) FAX: ( )

CORPORATION organized under the state of: ID NUMBER: ­­­­­­ authorized to do business in Florida provided for in any resultant contract.

FIN or FEI NUMBER: if company, corporation or partnership

SOCIAL SECURITY NUMBER: if individual

**TIMELINE**

**RFP RELEASED**: July 1, 2015

**CONE OF SILENCE STARTS**: July 2, 2015 (See section H.4)

Deadline for clarification response: July 24, 2015 at 4 p.m.

Proposal deadline: Friday, August 7, 2015 at 5 p.m.

Selection committee meeting: Week of August 17, 2015

TDC Executive Director’s approval: Week of August 17, 2015

Cultural Council Board of Director’s approval: Week of August 24, 2015

TDC Board of Directors’ approval of contract: September 3, 2015

BCC approval: September 22, 2015

Contract start date: Week of September 28, 2015

***Note****: This timeline may be altered at any time at the discretion of the Cultural Council and/or the selection committee.*

**CONTACT**: Marilyn Bauer, director of marketing and government affairs at (561) 687-8727 or [mbauer@palmbeachculture.com](mailto:mbauer@palmbeachculture.com)

Cultural Council of Palm Beach County

***RFP2015AD***

2015 Request for Proposal for Advertising Agency

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1. **Background and Mission**

The Cultural Council is the official support agency for arts and culture in Palm Beach County serving cultural organizations, individual artists and arts districts. The Council promotes the county’s cultural experiences through an integrated program of advertising, public relations and marketing activities to both visitors and residents. Each year, the Council administers more than $3.6 million in grants, supports arts and cultural education, provides capacity-building training and advocates for funding and arts-friendly policies. Located in the historic Robert M. Montgomery Jr. building in downtown Lake Worth, the Council mounts a series of group and solo exhibitions featuring Palm Beach County artists and provides other programming. More information is available at palmbeachculture.com.

Our mission states that the Cultural Council of Palm Beach County, a not-for-profit donor-supported organization, enhances the quality of life and economic growth of the community by creating a cultural destination through support, education and promotion of arts and culture.

The Council is an agency contracted by the Tourist Development Council of Palm Beach County for the administration of grants funded by Tourist Development taxes and execution of a destination marketing plan for the cultural tourist.

1. **Purpose**

The Tourist Development Council (TDC) contracts with the Cultural Council of Palm Beach County to create a viable cultural tourism program targeting affluent, well-educated travelers (baby boomers) from the Northeast, the Florida drive market and beyond. The Cultural Council’s goals are ambitious: to be one of a handful of premier U.S. tourism destinations based on the attractiveness of its arts and culture.

Cultural tourism is a niche industry that is defined as travel directed toward experiencing the traditional and contemporary culture, arts and special character of a destination. This includes the performing, visual and literary arts, museums, science/nature/history-based sites, heritage, crafts, architecture, design and film.

The effectiveness of the cultural tourism program is measured through bed nights generated. Other metrics used to gauge performance include paid advertising impressions, website visits, leads and conversions, social media engagement, visits to the Cultural Council’s Visitors Information Center and economic factors such as increased spending and increased attendance at cultural organizations.

The success of this program depends on the awareness by cultural tourists (affluent, well-educated, luxury travelers) of the abundance, sophistication and variety of art and culture in Palm Beach County – and a willingness to act on this knowledge. A fully integrated marketing plan including strategic planning, promotional campaigns across all platforms, advertising, lead conversion, database management, event marketing, media planning/placement, social media activation, website marketing and promotion are central to the Council’s continued success. Results are reported to the TDC on a monthly basis.

Therefore, the Council is seeking a full-service agency with experience in marketing not only the arts, but destination marketing to a luxury audience.

1. **Expectations**

The Cultural Council has a small team of professionals who have garnered national and regional awards for the excellence of their work.

**The FY2016 Cultural Council Marketing Team:**

Director of Marketing and Government Affairs

Marketing Manager

Public Relations Manager

Online and Website Marketing Manager

Design and Digital Communications Coordinator (new hire)

Marketing Coordinator (new hire)

Cultural Concierge

The overriding goal is to build the brand through proper communications and customer touch points that all lead to increased cultural tourism in the county. In the process, we would like to elevate our creative so that we attract a more affluent, luxury customer who is interested in sophisticated arts and culture. In addition, we would like to validate our tag line, “Florida’s Cultural Capital.”

Expanded efforts in cultural tourism, as well as other areas of the Council’s influence require an agency that provides strategic thinking and planning, as well as timely execution in all areas mentioned above. The Council expects the agency to become a true partner to the marketing department, operating as members of the team rather than a “vendor” or outside consultant.

With a 35-year history of marketing the arts in the county, the Council finds itself in the position of fielding many more opportunities than it can act upon. A true agency partner will be opportunistic, identifying the most strategic partners and marketing activities that will meet the metrics assigned by the county and generate high ROI. The agency partner will also help us maximize efficiencies in the creative process.

Because the Council’s staff is small, the agency must be able to provide support from concept to execution, always keeping in mind the Council’s high standards of excellence and the need to meet multiple deadlines.

**Current structure:**

Creative agency

Media buying agency

Public relations agency (RFP)

In-house copy capabilities

In-house design capabilities (2016)

Social media handled by staff team

In addition to brand advertising/marketing, the Council creates and manages a robust co-op and promotional program for it’s more than 200 member organizations. Part of the measurement of the Council’s success is the selling of these multimedia programs. Therefore, the agency would be expected to handle all aspects of these programs.

Currently, the Council is running national and regional advertising campaigns that include: print, digital (banners and pre-roll), dedicated email, radio and billboards. The plan is to expand into television by 2016. There are two video projects currently in production.

The Council endeavors in all marketing communications to support the Tourist Development Council’s destination brand, Discover the Palm Beaches.

The successful respondent will work in tandem with the Cultural Council to design and execute a cultural tourism promotional plan that sets Palm Beach County apart from all other destinations in the Southeastern United States, as measured by the positive economic impact generated by tourists participating in arts and cultural activities. This will be achieved through creative concepts, media placement, promotional outreach and other activities.

The selected agency will deliver work on time and exhibit exemplary communications with the Cultural Council and its partners.

Creativity is valued.

1. **Terms and Conditions**
2. **Preparing a response**

This RFP contains instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, a proposer must meet all mandatory requirements. Compliance with the intent of all requirements will be solely determined by the Cultural Council internal Review Committee. Responses that do not meet the full intent of all requirements listed in this RFP may be subjected to point reductions during the evaluation process, or may be deemed non-responsive.

1. **Rights reserved**

While the Cultural Council has every intention to award a contract as a result of this RFP, issuance of the RFP, evaluation of the proposals and even the selection of a successful proposer by the selection committee in no way constitutes a commitment by the Cultural Council to award a contract. The Cultural Council, in its sole and absolute discretion, and for any reason or no reason, reserves the right to:

* 1. Postpone, cancel or terminate this RFP at any time
  2. Re-advertise this RFP
  3. Reject any or all proposals, or parts of any and all proposals, received in response to this document
  4. Waive any undesirable, inconsequential or inconsistent provisions of this document, which would not have significant impact on any proposal
  5. Waive any minor irregularities in this RFP or any proposals received in response to this RFP
  6. Not award any contract, or if awarded, terminate any contract

1. **Development costs**

Neither the Cultural Council nor Palm Beach County, Florida, shall be liable for any expenses incurred in connection with work performed, travel or any and all other expenses incurred in the preparation or submission of a proposal or other participation in this proposal process. All expenses incurred with the preparation and submission of proposals to the Cultural Council or any work performed in connection therewith, shall be the responsibility of the proposer.

1. **Materials ownership**

All materials submitted in response to this RFP become the property of the Cultural Council. All drawings, maps, sketches, programs, databases, reports, plans, strategies, marks, logos, ad language, pictures and other data developed or acquired pursuant to any proposal submitted in response to this RFP or provided during a presentation by a proposer or under a contract entered into between the Cultural Council and successful proposer, or at the Cultural Council's expense, shall be and remain the Cultural Council’s property and may be reproduced, copied, published, distributed and reused at the discretion of the Cultural Council, TDC or county.

1. **Contract period**

A contract will be issued by the Cultural Council for an initial term ending September 30, 2016, with the option to be renewed up to two (2) two-year terms upon mutual agreement of the parties, based on the agreed Terms & Conditions as identified in the approved contract. Any renewals will be subject to appropriation of funds and renewal of the Cultural Council/County Contract by the Board of County Commissioners (BCC). Upon confirmation of the Cultural Council/County Contract renewal, no RFP will be required for additional terms. Notwithstanding the foregoing, no contract shall extend beyond the expiration or earlier termination of the Cultural Council/County Contract.

1. **Termination clause**

The contract may be terminated in its entirety without cause by either party by giving a 60-day written notice. Unless the successful proposer is in breach of the contract, the successful proposer shall be paid for services rendered to the Cultural Council's satisfaction through the date of termination.

1. **Working relationship**

It is important to note that due to circumstances beyond the Cultural Council's control, the need may arise for immediate action or response from the contracted agency. The successful proposer is expected to understand both destination marketing and the cultural industry, and have the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

1. **Rights to intellectual property/confidentiality**

The proposer shall not acquire any interest in or rights to the name "Cultural Council of Palm Beach County" or the name "Palm Beach County” or in any of the materials provided by or created for the county. Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law," respectively.

1. **Public entity crimes**

As provided in Section 287.132-133, Florida Statutes, by entering into a contract or performing any work in furtherance hereof, the proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

1. **Change of ownership/management**

Should any of the following occur: merger, changes in ownership, receivership, bankruptcy, etc., it will be the obligation of the proposer to notify Cultural Council of such change and the Cultural Council may, in its sole and absolute discretion, elect to immediately discontinue negotiations with said proposer.

1. **Minimum Qualifications**

The Cultural Council requests firms submit a proposal that expresses their interest and ability to successfully perform the requested scope of work (as previously stated). The top three finalists chosen by the selection committee will be asked to provide in-person presentations. All individuals who would be assigned to the account will be required to attend.

Agencies submitting notice of intent to bid will be sent a non-disclosure agreement to sign, and once returned they will be provided with additional brand positioning information to assist with the development of the proposal.

The Council is seeking an advertising agency able to provide a range of services that result in a fully integrated marketing communications plan including, but not limited to; strategic planning, advertising, event marketing, media planning/placement, social media activation, website marketing, brand refresh and promotion. The goal is to not only to competitively position the destination and increase visitation, but also to change preconceived notions about the arts and culture in the county by exposing their vitality, variety and sophistication.

The successful proposer must have the ability to demonstrate the following:

* Must have at least seven (7) years of experience in cross-platform marketing including advertising, lead conversion, social media, events, collateral creation, video production, website creation/enhancement, landing page development, database development/management, media placement and online marketing
* Must be able to ideate a full creative campaign based on market research, target markets and other indicators
* Award-winning design is essential
* Must be able to create KPIs and metrics to measure results of all efforts and campaigns and evaluate current programs such as collateral distribution at welcome centers, etc.
* Proven experience in working with ethnic and multicultural markets
* Possess experience in destination marketing
* Possess experience in marketing the arts
* Ability to present at least three client case studies demonstrating strong experience and talent in strategic thinking, creative development, media planning, event marketing, video production, website development/enhancements, online marketing and lead conversion
* Must demonstrate the vision and creativity to put forth and implement innovative plans within budgetary guidelines
* Must be authorized to do business within the State of Florida as evidenced by proof from the Florida Department of State, Division of Corporations
* Must hold the appropriate insurance coverage

1. **Proposal Documents/Requirements**

The following are required:

1. **Authorized signed cover**

Proposals should contain a completed signature page, and should be signed by a person authorized to bind proposer to the terms of the proposal.

1. **Executive summary**

An introduction of the proposer's organization, including a brief history, location of the office where work will be performed, certification/ documentation of satisfaction of minimum qualifications, contact person for contract negotiations, as well as any other information that will assist in the selection process including:

* + - Bio/CV/Resume/Portfolio of principals, creatives, account team
    - Examples of similar work in arts, tourism and luxury marketing
    - References from leaders of similar projects
    - List of **current** clients

1. **Company philosophy**

Your company’s philosophy on marketing communications especially in tourism and the arts including:

* How does your company see the challenge of marketing arts and culture in Palm Beach County?
* Why your company is better equipped to handle this account than any other
* How your company would work with the internal marketing team

1. **Creative conception**

Two creative concepts for a fall/winter campaign in NY & Boston

* Two ideas for events to extend the advertising campaign in the Boston Globe (event to be held in Boston) and one in The New York Times (event to be held in New York)
* Audit of current campaign with detailed comments on whether the creative achieved the goals of communicating sophisticated arts and culture to baby boomers in a highly-saturated tourism media segment

1. **Scope of work and deliverables**

How your team would accomplish the work products and services:

* 1. **Strategic market planning**

Develop recommendations for a marketing plan that supports the strategies set forth by the Cultural Council. This includes strategic direction, creative strategy, brand development and stewardship.

* 1. **Concept development/production**

Conceive creative materials/campaign elements (TV, radio, print, digital, out-of-home collateral, event marketing, etc.) in alignment with client needs. Once approved, produce and bring final form to the approved materials on behalf of the Cultural Council.

* 1. **Metrics/Research**

Monitor the success of all segments of campaigns, the attainment of county performance objectives, the activities of key competitors and industry best practices and present an overview at quarterly strategic meetings.

* 1. **Account stewardship**

Attend a monthly onsite meeting to discuss current projects and brainstorm new initiatives. Attend quarterly strategic meetings to review creative direction, evolution of the brand and to identify gaps between intended positioning and creative output.

* 1. **Miscellaneous**

Traffic all projects including advertising creative, media placement, collateral, etc. Employ quality assurance on all work and provide a written weekly summary of work status.

1. **Conflict of interest**

Each proposer shall disclose any and all business affiliations or any other associations that could potentially be considered a conflict of interest with any member of the Board of Directors of the Cultural Council. A current Board of Director’s list is located on the Cultural Council’s website.

1. **Contract manager/account team**

Provide the names and resumes of the persons who will work on the account including the administrator of the contract, the account manager and team, creative team and strategic planning team, as well as principals, key staff and other employees who will be directly and indirectly involved in performing the work. The proposer should also provide a description of the role of each staff member who will be responsible for handling and monitoring the contract.

1. **Financial statements**

Financial statements may be requested by the Cultural Council at its discretion. The Cultural Council reserves the right to request additional information to be used for evaluating responses received from any or all proposers. Further, the Cultural Council retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform the pending contract.

1. **Small Business Enterprise**

Refer to Exhibit A for all information related to Small Business Enterprise Policies, procedures, and related schedules.

1. **Additional information**

Any information considered by the proposer to be pertinent to this project or relevant to the proposer’s ability to service this account and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

1. **Amendments to the RFP**

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact (See Section G.1) prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive

1. **Rules, regulations and licensing**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

1. **Exceptions to the RFP**

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the Cultural Council a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements” as stated in Section E. The Cultural Council is under NO obligation to accept any proposed exceptions or alternatives.

1. **Commencement of work**

This RFP does not, by itself, obligate the Cultural Council. The Cultural Council’s obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. The Cultural Council may set a different starting date for the contract or propose terms, provisions and conditions different than what is contained in this RFP or in the successful proposer's proposal. The Cultural Council will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the Cultural Council.

1. **Insurance requirements**

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this contract, insurance coverages and limits (including endorsements) as required by the Cultural Council. Failure to maintain the required insurance shall be considered default of the contract. The requirements contained herein, as well as the county's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the contract.

**G. Proposal Procedures**

**1**. **Contact person**

The contact person for the Cultural Council for this RFP is Marilyn Bauer, director of marketing and government affairs. She can be reached at (561) 687-8727 or [mbauer@palmbeachculture.com](mailto:mbauer@palmbeachculture.com)

1. **Clarifications**

Proposers requesting clarification or interpretation of any section or sections contained in this RFP shall make a written request via email to Marilyn Bauer at [mbauer@palmbeachculture.com](mailto:mbauer@palmbeachculture.com) by the question clarifications deadline on page 2. Written responses will be shared with all proposers via email by the Clarification Response date on Page 2.

1. **Proposal submission**

One (1) unbound original and nine (9) copies of the complete proposal must be received by the proposal deadline date on page 2. The original and all copies must be submitted in a sealed envelope or container. The envelope or container should be addressed to the Cultural Council as follows:

Marilyn Bauer

Director of Marketing and Government Affairs

RFP2015AD

Cultural Council of Palm Beach County

601 Lake Avenue

Lake Worth, FL 33460

Hand-carried proposals may be delivered to the above address ONLY between the hours of 9 a.m. and 5 p.m., Monday through Friday, excluding holidays. It shall be the proposer's sole risk to assure delivery at the Cultural Council at the designated office at the designated time. The submission of a signed proposal by a proposer will be considered by the Cultural Council as constituting a legal offer by the proposer to perform the required services at the proposed price identified therein. Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for receipt of proposals. The Cultural Council will only consider the latest proposal submitted. Failure to submit a complete and responsive proposal shall result in automatic rejection of the proposal. Proposals and/or modifications to proposals received after the deadline for receipt of proposals specified in the RFP timeline (page 2) are late and shall not be considered.

1. **Cone of silence**

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with Cultural Council or TDC board members, staff and/or designated selection committee members concerning this RFP is permitted, except the contact designated herein and referenced in section G. Any unauthorized contact may disqualify the proposer from further consideration in the sole and absolute discretion of the Cultural Council.

1. **Contract**

The selected proposer will be recommended to the Cultural Council's Board of Directors, the Tourist Development Council (TDC) Board of Directors and the Board of County Commissioners (BCC) for engagement via a contract for performance of the services utilized in Scope of Work. Upon approval by such entity, the selected proposer will be engaged via a contract conforming to the terms of the Cultural Council contract.

**6. Evaluation process**

* 1. Proposals are read and scored by an internal Review Committee and then the top three are submitted to the Cultural Council RFP Selection Committee.
  2. The RFP Selection Committee is made up of the following personnel:
     1. Cultural Council President
     2. Cultural Council Chair or designee board member
     3. Cultural Council Marketing Director
     4. County Administrator or their designee
     5. Tourist Development Council Executive Director
     6. Tourist Development Council Board Member
     7. Two (2) Cultural Executives identified as grantees in the Major Institutions Tourist Development Fund
     8. Two (2) experts in marketing communications

Proposers in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the proposers to clarify or elaborate on the proposal, but in no way change the original proposal. This is a fact finding session only and does not include negotiation. Oral presentations are an option of the Cultural Council and may or may not be conducted. The selection committee will score the proposers according to the established evaluation criteria and will recommend that the proposer with the highest score be approved by the Cultural Council’s Board of Directors, the Tourist Development Council’s Board of Directors and final contract approval by the Board of County Commissioners.

1. **Evaluation criteria**

Proposals will be evaluated according to numerical scores with respect to Proposal Evaluation Sheet, Exhibit A.

* 1. **Market relevance**

The proposal will be evaluated based on the proposer’s ability to:

* Mine the research and data on cultural tourism, travel to Palm Beach County and the assets of the art and cultural community in order to understand the target market and how to reach them.
* Demonstrate the proposer’s ability to speak directly to the cultural tourist
* Demonstrate a full understanding of the Cultural Council and its goals
* Proof of familiarity with destination marketing, luxury marketing and arts marketing is required.
  1. **Creativity**

Creativity is highly valued at the Council. The proposal must show originality, sophistication, humor and edge. The Council’s work revolves around the arts and has to be, in fact, art itself. Arresting visuals, intelligent and compelling copy are important – but always keeping our target market (boomers) in mind. The proposal should suggest work that takes the Council into the future and positions the Council as the premier arts agency in the country.

* 1. **Strategy**

Strategic thinking is at the core of a fully integrated marketing plan that takes into consideration advertising, public relations, social media, events and promotions. The proposal must show the thinking behind the creative and the positioning of The Palm Beaches as Florida’s Cultural Capital. In addition, proposals will be evaluated on an approach to strategic development, account planning and overall campaign development.

* 1. **Strength of the proposer firm**

Our evaluation will include an assessment of the history of the agency, the agency’s experience as it relates to the requirements of this RFP, evidence of past performance, quality and relevance of past work, references and related items.

The Cultural Council may make reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform all services.

The proposer shall provide the Cultural Council all such information and data for this purpose as may be requested. The Cultural Council reserves the right to inspect the proposer's physical facilities prior to award to satisfy questions regarding the proposer's capabilities.

* 1. **Strength of the proposer staff**

Our evaluation will include an assessment of the qualifications and experience of the proposer’s managerial team and staff. The ability to deliver multiple services will be taken into consideration.

* 1. **Contract cost, media commissions and fee structure**

The Cultural Council is seeking a proposal that offers significant value and maximum impact. While competitive pricing will be a factor in scoring, it may not be the determining factor. The proposed contract cost, media commissions and any fee structure must be reasonable and appropriate with an approach to compensation that is balanced and structured to maximize investment.

The maximum **budget** for this project is $1.1 million and therefore a contract for services worth approximately $150,000 for the first year. This includes creative conception/execution of full campaign including core concept, publication-ready materials, website landing pages, website enhancements, video production, radio and video scripts, collateral materials, media placement, social media strategy and promotional event planning.

The three finalist presentations to the selection committee will provide an opportunity for the proposers to clarify or elaborate on the proposal but in no way change the original proposal. This is a fact finding session only and does not include negotiation. Therefore, the proposal must be complete prior to presentation.

* 1. **Participation by Small Business Enterprise (SBE)**

The proposal will be evaluated based on the proposer's status as a Palm Beach County-certified SBE, or the extent of SBE participation documented in the proposal.

* 1. **Local preference**

A 5% local preference is given to proposers having a permanent place of business in Palm Beach County. If a proposer is eligible to receive a Local Preference, the proposer will receive five (5) points, unless the proposer qualifies to receive SBE points as specified above. A proposer may only receive either Local Preference points or SBE points, not both, with SBE taking precedence.

1. **Award of Contract**

The award, if any, will be made to the proposer whose proposal is considered to be the most advantageous to the Cultural Council and in the best interest of the County's tourism promotion and development program based on the review team and selection committee's opinion after review of every responsive proposal including, but not limited to, price.

Furthermore, the recommendation of the selection committee may be rejected by the Cultural Council board, the TDC board, and/or the Board of County Commissioners. The Cultural Council reserves the right, at its sole discretion, not to make an award and to rebid this RFP in part or in its entirety regardless of circumstance. The Cultural Council also reserves the right to reject the proposal from any contractor who has previously failed in proper performance of an award or to deliver on-time services under contracts of a similar nature or who is not in a position to perform properly under this award.

The apparent successful proposer will be notified of the recommendation for award. A contract must be negotiated, completed and executed by the successful proposer to the Cultural Council for approval by the Board of County Commissioners and the Tourist Development Council before it becomes valid and effective. If this condition is not met in a timely manner through no fault of the Cultural Council, the Cultural Council, at its sole discretion, may elect to cancel the recommended award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the Cultural Council has finalized a contract or determined to cancel the procurement in its entirety.

The award document will be a contract incorporating by reference the terms and conditions of the solicitation and the contractor's proposal as negotiated.

Exhibit A

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**PROPOSAL EVALUATION SHEET**

***RFP:2015AD***

A Full Service Advertising Agency

Proposer’s Name:

|  |  |  |
| --- | --- | --- |
| RATING CRITERIA | SCORE  RANGE | SCORE AWARDED |
| **Market relevance**: The proposer understands the target market (cultural tourists) and is able to speak directly to this luxury traveler. Through this and prior work, the proposer demonstrates an understanding and use of data. In addition, the proposer demonstrates an understanding of who the Council is and integrates all this knowledge into the proposal. | 20 |  |
| **Creativity:** The proposer is able to engage the target market through intelligent messaging, arresting visuals, a sense of humor and an artistic edge. Furthermore, the proposer demonstrates an ability to think beyond the now to position the Cultural Council at the forefront of the changing marketing landscape. | 20 |  |
| **Strategy:** The proposer is able to strategically position the county as Florida’s Cultural Capital through a campaign that integrates messaging across all platforms. The proposer is able to demonstrate an approach to strategic development, account planning and overall campaign development. | 20 |  |
| **Strength of the Proposer Firm:** Our evaluation will include an assessment of the history of the proposer’s company, experience, evidence of past performance, quality and relevance of past work, references, etc. | 10 |  |
| **Strength of the Proposer staff:** Our evaluation will include an assessment of the qualifications and experience of your managerial team and staff. Ability to deliver multiple services – design, produce, write, etc. will be taken into consideration. | 10 |  |
| **Contract cost, media commissions and fee structure:**  The proposed contract cost, media commission and any fee structure is reasonable and appropriate. Approach to compensation structure is balanced and structure to maximize marketing investment. | 10 |  |
| **Participation by Small Business Enterprise (SBE):\***  Proposer’s status as a Palm Beach County certified SBE or extent of SBE participation. | 5 |  |
| **Local Business Preference:\*** Proposer has a permanent place of business in Palm Beach County. | 5 |  |
| **Total Points** | 100 |  |

**\*A proposer may only receive 10 points for SBE or 5 points for local preferences, but not both.**

**Comments:**

**Evaluator’ Signature:**

**Date**:

Exhibit B

**Small Business Enterprise**

1. Policy - It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this RFP. Compliance with the requirements contained in this section shall result in a proposer being deemed responsive to SBE requirements. The provisions of the Code are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

2. SBE Goals - The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted. It will be the responsibility of the firm submitting a proposal to furnish all the necessary information to the Council in order to receive points for SBE participation. Points will not be cumulative. Points shall be assigned based on the level of SBE participation as outlined below:

Table 1 -SBE Point System

NOTE: Final SBE points will be contingent upon a percentage of the total evaluation. Upon initiation of the RFP solicitation process, all potential and interested professional service firms or consultants shall be required to list all SBE and M/WBE sub-consultants' selected portion of work to be performed, and dollar amount or percentage for each.

|  |  |  |
| --- | --- | --- |
|  | Scenario | Points |
| A | Proposer is a Palm Beach County certified SBE who will be providing 5l% of the work with their own workforce. | 10 points (or 10% if total evaluation points exceed 100) |
| B | Proposer has submitted proper documentation verifying that the County's Professional Services Goal of 15% has been met, utilizing Palm Beach County certified SBE subcontractors. One-half point will be awarded for each increment of five (5) percent by which said amount exceeds the established goal. | 5-8 points (or 5%-8% if total evaluation points exceed 100) |