

**PENSACOLA DOWNTOWN IMPROVEMENT BOARD**  
**REQUEST FOR QUALIFICATIONS**  
**ADVERTISING AND MARKETING SERVICES**  
**2015**

1.00 PURPOSE

The Pensacola Downtown Improvement Board is soliciting Proposals from firms capable of providing strategic and creative advertising consultation and producing advertising for the Pensacola Downtown Improvement Board.

1.01 DEFINITIONS:

1. The terms “proposer,” “bidder,” “respondent,” “vendor,” “company,” “firm” and “contractor” refer to the firm or individual that is making a submittal for consideration.
2. As used herein for convenience, the term “DIB” shall mean the Pensacola Downtown Improvement Board, as the context may require or permit. The contract to be entered into will be between the company selected and the DIB.

1.02 BACKGROUND:

One of the missions of the DIB is to promote Downtown Pensacola as a vibrant, active stimulating location to live, work, shop, dine and play to the local market, the regional market and to tourist staying in the region. The DIB advertises mainly to the customer, but also to travel trade professionals such as meeting planners, travel agents, and tour operators. Advertising will retain current theme and logo, and will emphasize pedestrian access to all amenities.

The DIB is in need of an agency with the following marketing experience and services available, but not limited to: social media, branding, print, public relations, seeking editorial, web design and maintenance and graphic design.

### 1.03 NATURE OF THE PROJECT:

The DIB desires the services of an advertising firm to conceive of an annual program combining the promotion of specific events, year round shopping and dining, creating awareness with the visiting tourist population, design creative advertising concepts and materials to implement the plans, produce or coordinate the production of the of the advertising.

### 1.04 BUDGET:

The budget for the period of July 31, 2015 to September 30, 2015 for advertising starts out at \$8,000. From October 1, 2015 to September 30, 2016 the budget starts out at \$50,000.

## 2.00 CONTRACT SPECIFICATIONS:

### 2.01 COMPENSATION:

No specific method or amount of compensation is specified. Traditional hourly rate structures will be considered, but bidders are encouraged to suggest innovative compensation structures designed to encourage close coordination between the contractor and the DIB for a long-term relationship.

### 2.02 CONTRACT ITEM:

It is anticipated that the contract with the selected firm will begin on or near July 31, 2015, and continue for three years,

with an option to renew for one successive three-year term. A Request For Proposals will be implemented at the end of the option term.

#### 2.03 TERMINATION WITHOUT CAUSE:

The DIB or the contractor may terminate the contract in whole or in part, with or without cause, by giving written notice at least thirty days prior to the effective date of the termination. Upon receipt of termination from the DIB, the contractor shall only provide those services specifically approved or directed by the DIB's Executive Director. All other rights and duties of the parties under this contract shall continue during such notice period and the DIB shall continue to be responsible to the contractor for the payment of any obligations approved by the DIB and incurred by the contractor prior to termination.

#### 2.04 TERMINATION FOR UNAPPROPRIATED FUNDS:

Performance by the DIB of any of its obligations under the contract shall be subject to and contingent upon the availability of monies lawfully available and appropriated for such purposes from year to year and lawful authority to so perform. If at any time during the term of the contract, monies required to adequately fund the contract are not so available or appropriated, the DIB shall promptly notify the bidder and ten days from the bidder's receipt of such notice, the contract shall become null and void and be deemed to have been terminated by mutual consent.

#### 2.05 KEY PERSONNEL:

The contractor may not change any key personnel submitted with the RFQ. Either permanently or temporarily, without obtaining the DIB's prior written consent based upon the

comparable experience and expertise of the new personnel and ability to work with the DIB's staff.

#### 2.06 CONTRACT MANAGER:

The DIB will assign a staff person to be the Contract Manager with the awarded agency. The Contract Manager will be:

Ronald J. Butlin

Downtown Improvement Board

41 N. Jefferson Street, Suite 401

Pensacola, FL 32502

(850) 434-5371

The DIB Contract Manager may designate a member of his/her staff to act in his/her absence.

Each bidder must state in their proposal who will be the agency's Contract Manager for the contract. This Contract Manager will be the sole individual responsible for the management of the contract. The contractor may not change the Contract Manager submitted with the RFQ, either permanent or temporary, without obtaining the DIB's prior written consent based upon the comparable experience and expertise of the new Contract Manager and ability to work with the DIB staff.

#### 2.07 INVOICING:

The Contractor shall issue and deliver invoices in arrears to the DIB. Upon approval, payment will be made by DIB on either the 1<sup>st</sup> or 15<sup>th</sup> of the respective month. No advance payments will be made. Invoices shall be in detail sufficient for a governmental audit.

The DIB may authorize partial payments to the contractor upon partial delivery of services when a request for such partial payment is made by the contractor and approved by the DIB.

#### 2.08 NON-EXCLUSIVE RIGHTS:

The right to provide the commodities or services which will be granted under the contract shall not be exclusive. The DIB reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon the contract.

#### 2.09 CONFLICT OF INTEREST:

The contractor must agree to accept no other advertising client which manufactures products or offers services that are competitive to the DIB. If a possible new account develops which suggests a conflict of interest, the prospective client must be submitted to the DIB for approval or rejection, which shall be made at the DIB's sole discretion.

#### 2.10 CONFIDENTIALITY:

The contractor shall safeguard any DIB information that may be observed during the course of the contract and shall not use the information for any other purposes other than may be required by the DIB.

#### 2.11 COPYRIGHTS TO DATA:

All advertising, including without limitation, original artwork, video and audio production prepared for and purchased by the DIB, and any data obtained, shall be the DIB's sole property when paid for according to the terms of the contract. Copyright to all material will be vested in the DIB, except where previous copyright may exist in purchased material.

## 2.12 CONTRACT VARIATIONS:

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the DIB and the contractor shall be relieved of all obligations arising under such provision and if the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

## 2.13 LIABILITY INSURANCE:

Contractor will not be required to undertake any campaign or prepare any advertising which in its judgment is misleading, libelous, unlawful, indecent or otherwise prejudicial to it or to the DIB's interest.

Contractor shall, at its expense during the terms of the contract, continuously carry general liability insurance in an amount not less than \$1,000,000 and shall name the DIB, its individual board members, agents, employees, counsel and staff, as additional named insured. Contractor shall purchase and maintain worker's compensation insurance for all workers' compensation obligations now or hereafter imposed by Florida law.

Moreover, contractor shall, at its expense during the term of contract, continuously maintain in force, an advertiser's liability policy in form and content reasonably acceptable to the DIB for the benefit of and naming as insured the DIB, the individual board members, agents, employees, counsel and staff, in an amount not less than \$1,000,000 and including, without limitation, coverage for libel, slander, trademark, trade name or copyright infringement and invasion of privacy.

## 2.14 INDEMNIFICATION:

Contractor shall be required to save, defend, indemnify, and hold harmless the DIB, the individual board members, agents, employees, counsel and staff, of and from personal injury and damage to real or personal property, or claims of libel, slander, trademark, trade name or copyright infringement and invasion of privacy, alleged to have been caused contractor's conduct in the performance of the contract.

## 2.15 GOVERNING LAW AND VENUE:

The procurement and the resulting contract will be made and ended in Escambia County, Florida and shall be governed by the laws of the State of Florida.

## 2.16 DISPUTES:

Any dispute concerning the contract shall be decided by the DIB's Contract Manager, who shall reduce the decision to writing to serve a copy upon the contractor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) days from the date of such service and contractor files with the Contract Manager a petition for administrative hearing addressed to the DIB. The DIB shall conduct the hearing in a manner that affords due process to the contractor, and the DIB's decision shall be reduced to writing and binding upon the contractor.

## 3.00 BID PROCEDURES:

### 3.01 ISSUING OFFICER:

The Issuing Officer named below is the sole point of contact from the date of release of RFQ until the selection of a

successful respondent is made. All requests, questions and inquiries must be in writing and directed to:

Mr. Ronald J. Butlin

Executive Director

Pensacola Downtown Improvement Board

41 N. Jefferson Street, Suite 401

Pensacola, FL 32502

Email: [ronbutlin@downtownpensacola.com](mailto:ronbutlin@downtownpensacola.com)

Telephone: (850) 434-5371

Fax: (850) 434-7275

### 3.02 QUESTIONS, REQUESTS FOR CHANGES AND CONCERNS:

Any inquiries from bidders concerning this RFQ shall be submitted in writing to the attention of the Issuing Officer.

From the date this RFQ is issued until a determination is made, no contact related to this RFQ will be allowed between and respondent and any employee of the DIB. Any contact with the DIB may only be directed to the Issuing Officer. Any unauthorized contact may disqualify the respondent from further consideration.

Only these communications which are in writing from the Issuing Officer may be considered by bidder as a duly authorized expression on behalf of the DIB. Also, only communications from bidders which are in writing and signed will be recognized by the DIB as duly authorized expressions on behalf of the bidder.



### 3.03 WRITTEN QUESTIONS:

Bidders may submit written questions regarding the RFQ. All questions must be submitted on company letterhead, stationery or sufficient documentation to allow bidder identification of submitted questions. Questions and answers will be posted to the DIB website upon receipt until the process is closed.

### 3.04 SPECIAL INSTRUCTIONS:

The anticipated schedule and deadlines for the RFQ are as follows:

Issuance of RFQ

6/19/2015

Responses Due and Opening Responses

12:00p.m. 7/17/2015

Public presentations DIB

4:00 p.m. 7/21/2015

The DIB or its designated appointees will review all timely proposals for sufficiency and ability to perform and may determine qualified respondents.

These qualified respondents will be invited to make a formal presentation to the DIB at a specific time and place. The oral presentations must include the account supervisor that will be assigned to this account and with which the DIB will have day-to-day contact. Those qualified respondents invited to appear for a presentation will be asked to present samples of existing work, ideas, and attitudes towards the handling of this account, and specific concepts to achieve the maximum

return possible within the DIB's advertising budget. Presentations will be at the expense of the advertising agency; speculative work, while not required, will be permitted. Formal presentations, including questions and answers must not exceed thirty minutes.

Oral presentations to the DIB will be required of all qualified respondents. Adequate notice will be provided to all qualified respondents. However, the DIB reserves the right to reschedule oral presentations and the failure by any qualified respondents to appear as directed shall result in disqualification from further consideration.

### 3.05 ECONOMY OF PRESENTATION:

Each bid shall be prepared simply and economically, providing a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this proposal. Emphasis in each proposal must be on completeness and clarity of content. All bids submitted must have two (2) bound copies and 5 unbound copies.

### 3.06 COSTS OF DEVELOPING AND SUBMITTING PROPOSALS:

The DIB is not liable for any of the costs incurred by a respondent in preparing and submitting a proposal.

### 3.07 NEWS RELEASES:

The DIB is the only entity authorized to issue news releases relating to this RFQ, its evaluation and award of the contract and performance thereunder.

### 3.08 PUBLIC ACCESS AND OPEN GOVERNMENT LAW:

The DIB is an agency of the City of Pensacola, and the State of Florida. All documents and other materials made or

received in conjunction with the RFQ will be subject to public disclosure requirements of Chapter 119, Florida Statutes. Copies of the end product(s) of this RFQ will be made available to the public. Failure to allow access to all documents, papers, letters or other materials subject to disclosure pursuant to Chapter 119, Florida Statutes, and made and received by the bidder in conjunction with the contract may, at the discretion of the DIB, will result in the cancellation of the contract.

### 3.09 BID WITHDRAWAL:

A bidder may withdraw its bid by submitting to the DIB a written request for withdrawal.

### 3.10 INDEPENDENT PRICE DETERMINATION:

A bid will be considered only if the price was determined independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other contractor or with any competitor.

### 3.11 CONTENT OF PROPOSAL:

#### **PART 1: Qualifications Summary**

1. Tell us about your team, agency internal staff or collaborative agency staff.
  - a. Who in your agency's management will work on the DIB's marketing strategy and plans, and how much of their time will be spent on the DIB's account?
2. Please list the total number of full-time personnel on your staff, identifying them by department and by professional and support status.  
Please do not include consultants, freelance, part-time, or contract service staff.

3. What are your “in-house” capabilities for art production and copy production? (“In-house” means actively on your payroll and not jobbed out as a consultant service.)

If these do not occur “in-house” how will you obtain them?

4. How do you typically charge for your services? Briefly describe your standard billing policies.

5. Describe your crisis/incident management process.

6. What is your process for putting together a multi year plan of work?

7. Please show 3 samples of advertising work in related fields.

8. Please show 3 examples of how you have communicated to clients measurable results.

9. Please provide 3 professional references in related fields.

## **Part 2: Idea Sharing**

1. Please share your proposed ideas/strategy for expanding/changing the perception of Downtown

2. Please share your proposed ideas/strategy for expanding year-round Tourism in Downtown.