

**BOARD OF COUNTY COMMISSIONERS,
GULF COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL
SPECIFICATIONS**

For
***TOURISM MARKETING AND
ADVERTISING CONSULTING SERVICES***

RFP NO: _____

The Gulf County Tourist Development, (TDC), a division of Gulf County is seeking proposals and submissions from firms for the purpose of providing advertising services.

RFP closes Thursday, March 15th, 2012 no later than 4:00PM (local time) and will open on Monday, March 19th, 2012 at 10:00 a.m., E. T.

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE GULF COUNTY CLERK TO THE BOARD OF COUNTY COMMISSIONER'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFP IS RECEIVED IN THE CLERK'S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL RFP WILL BE ACCEPTED.

To be considered, Firm/Team must submit an original and five (5) copies of RFP in a sealed envelope or package, clearly marked with the Firm/Team's name and address, and the words "**TDC Marketing and Advertising Services**" addressed to:

Gulf County Board of County Commissioners
c/o GULF COUNTY CLERK'S OFFICE
1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, Florida 32456

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SECTION 1 – INTRODUCTION:

The purpose and intent of this Request for Proposal is to enter into an annual contract with a qualified full service advertising company that can furnish counsel, carry-out market research for and produce a multi-faceted advertising campaign to support the tourism mission of the Gulf County TDC.

All submittals shall clearly indicate the legal name, address and telephone number of the firm. The signer shall have the authority to bind the firm to the submittal.

SECTION 2 – SCOPE OF WORK

2.1 Background:

The Gulf County Tourist Development TDC is a division of Gulf County. The TDC derives its funding from a Local Option Tourist Development Tax (Florida Statute 125.0104). The TDC's mission is carefully aligned to State Statute 125.0101 spending guidelines, and the TDC formats a strategic plan according to three primary goals: Strengthen the Position of the Gulf County Beaches Brand (Marketing); Maintain the Beaches as the Primary Attraction (Beach Management); and, Take a Leadership Role in Addressing Issues that Affect Tourism (Leadership/Administration).

Also included in this plan are the TDC's guiding principals – a detailed vision for the destination and performance indicators that are tracked on a regular basis; and, a commitment to research and using data to make decisions and develop strategies.

The TDC markets in a competitive area of northwest Florida branded as the Forgotten Coast of Florida, a 26-mile coastal stretch along the Gulf of Mexico comprising sugar-white beaches and multiple beach-front coastal communities that include Cape San Blas, St. Joe Beach, Beacon Hill, Windmark Beach and Indian Pass. The market is primarily a 300-500 mile drive-market destination and now offers non-stop service to 5 domestic locations through the new Northwest Florida International Airport in Panama City Beach and is expected to make a major impact on tourist arrivals from further distances – perhaps bringing international consumers in upcoming years. The Gulf County TDC website is www.visitgulf.com.

2.2 Services Required:

The company will develop a successful campaign of regional, national and international appeal to attract tourists to Gulf County with special emphasis on increasing lodging occupancy. The selected company would provide account services, creative services through comps, and media planning and buying. The

selected agency shall be the principal advisor and provider to the TDC for marketing/advertising the destination and applicable county owned facilities, to a variety of target audiences including leisure travel consumers (primary, secondary and new market development), meeting planners, travel agents, tour operators, local industry partners, local business leaders, local community residents, regional/state partners and various other selected groups that can help accomplish the mission of the TDC. Account service will need to be provided to a variety of TDC departments, facility staff and contracted service vendors, as applicable, and include but are not limited to Marketing, Public Relations, Sales and New Product Development.

The selected agency will provide the following advertising services applicable to the TDC's primary target markets (in-state, regional, national and international) that include but are not limited to:

- Assess/develop product brand, positioning and related strategies, including product co-brands and strategic alliances where appropriate.
- Assist with the development of a strategic advertising plan; assist with negotiation/leverage of added value and promotions.
- Develop, place and coordinate a media plan for appropriate media channels in domestic and international markets, when required.
- Development of creative strategies, creation and production of all consumer advertising including domestic and international markets.
- Development of creative strategies, creation and production of all travel trade, meeting planner advertising/marketing/sales support programs.
- Development of creative strategies, creation and production of all New Product Development advertising/marketing/sales support programs.
- Develop extensive cooperative advertising program for the lodging partners; provide sales material and assist with production and collection of advertising materials from partners, as required.
- Assist in determining optimum methodology for identifying appropriate target audiences and choosing media that best reaches each target group.
- Assist in developing methodology for measuring impact and success of all marketing/advertising programs.
- Develop strategic alliance partner advertising/marketing program (traditional travel and non traditional related entities); assist in expanding alliance partner base.
- Assist in strategy and marketing of consumer website including advertising creative where appropriate.
- Budget control, tracking and reporting.
- Trafficking and pre-press production of all advertising, collateral and other materials through disk or film, up until the printing process
- Manage printing of selected collateral and/or materials only as requested; the majority of printing is managed in-house.
- Assist in development and management of TDC photo library, brand imagery B-roll footage, as requested

- Assist in development and creation of presentations to county boards/ committees, partners or other groups as requested.
- Attend and participate in sales calls, partner meetings, community presentations, scheduled departmental meetings, etc. as requested.

The TDC requires the selected advertising agency team has extensive experience in various domestic U.S. and international media and markets. The agency must have expertise in cooperative advertising programs, branding campaigns, television, magazine, newspaper, radio, direct mail, outdoor, website/internet, display and other forms of specialty advertising designed for all of the target audiences of the TDC. All media contracts issued by company on behalf of TDC will be governed by the doctrine of sequential liability unless otherwise required by the TDC or media supplier.

The agency should demonstrate a high inclination to use research in the development of strategic platforms for the basis of campaigns and have a strong methodology for measuring the effectiveness of advertising programs and integrated marketing efforts.

The TDC requires unique, breakthrough creative in concept and strategy that will produce quantifiable results. The agency should be able to create communications that effectively define and position the destination to the target audiences for the purpose of generating visitation, creating repeat visitation or extending length of stay. The agency should also have the ability and experience to develop creative campaigns in-state, nationally as well as on an international scale.

The agency will assist the TDC in developing the annual media plan and Marketing Plan and should be able to suggest strategies to expand the impact of advertising/marketing campaigns while allowing for the broadest possible exposure to the target audiences within the available budget. Such strategies would include maximizing the usage of cooperative and tag-on advertising, as well as possible joint advertising programs that would align the TDC with traditional and non-traditional cooperative advertising partners.

The company will, as part of its services under agreement, make a thorough and continuing study of the Gulf County products and tourism services, its competitors and the markets which it is utilizing, and will provide quantifiable results through regular written reports to the TDC.

The agency must have expertise in targeting consumers and travel trade professionals such as travel agents, tour operators and meeting planners. Additionally, the agency should be knowledgeable in domestic U.S. multicultural markets, i.e. French for Montreal/Quebec; Queen's English for the UK, etc. and other languages required for the TDC's target markets.

2.3 Requirements/Restraints for Potential Service Provider:

- a. The TDC encourages responses from agencies that will be willing to provide a fee-based compensation structure. Proposed compensation plans should be included in response. The specific compensation will be negotiated. Any media is always purchased on a net basis.
- b. The TDC requires project estimates and remits payment upon receipt of project invoices and project documentation; the TDC does not pre-pay for services.
- c. The TDC shall retain ownership and all rights of use of the advertising/marketing campaign created by the selected agency for the TDC during the contract period, including all creative, artwork, materials, film, negatives, etc., as well as all concepts developed but not utilized.
- d. The TDC maintains the right to use any materials generated by the agency in any other TDC material generated by TDC personnel and may do so without agency consent or approval. The TDC acknowledges certain legal constraints and, as such, requires universal releases for materials unless cost considerations become prohibitive such as model releases, music, photographs, etc. and retains sole right to use materials created for the TDC as it deems necessary.
- e. Restrictions on contracted materials such as stock photos, voice talent, models, etc. will be provided up front with implications stated. In general, existing materials or buy-out materials should be incorporated.
- f. The selected agency may be required to supply legal assistance for the copyright, trademark and/or licensing of materials and/or products.
- g. The TDC shall have the right of final review and approval for all work conceptualized, created and/or produced by the agency for the TDC during the contract period.
- h. Typically, all printing will be contracted directly by the TDC marketing department. Any printing contracted on behalf of the TDC by the agency should be supported by 3 quotes and will be billed on a net basis.
- i. The TDC retains the right to hire/contract/work with other advertising/marketing/promotion agencies or vendors and/or freelance artists, etc. as deemed appropriate for miscellaneous projects/activities.
- j. The selected agency shall not hold or acquire an account of any competing county, city, state, nation or region representing another sun/tourist destination i.e. Tourist Development Councils, Convention and Visitors Bureaus, Chambers of Commerce, etc. or like entities which are deemed to be competitive with Northwest Florida tourism and/or conflict of interest accounts.
- k. The TDC is to be advised of all new business solicitations by the selected agency that could be perceived to constitute a conflict of interest. Agency branch or subsidiary offices are considered as part of the total corporate entity of the agency.

2.4 Submittal Requirements:

The company selected must be a full service advertising company experienced in destination marketing. Interested agencies must be able to demonstrate measurable success in previous tourism campaigns on behalf of tourist destinations, tourist accommodations, tourist attractions, etc.

Firms should submit written answers to the questions contained, herein, in addition to any additional materials they wish to submit. The replies should be as brief as possible. A TDC review committee will then rank these responses and other submitted materials for sufficiency and ability to perform in order to develop a list of finalist.

A. Do you currently represent a TDC, Convention & Visitors Bureau, Chamber of Commerce or other tourism related organization within the State? If yes, please name the entity (entities) and describe how you would handle that account along with the Gulf County TDC.

B. Do you currently represent a company involved in the travel and tourism industry located within Gulf County? (e.g., hotel, motel, resort, condominium, restaurant, attraction, car rental.) If yes, please name the company/companies.

C. What expertise does your company possess that makes you the best qualified company to handle the account for Gulf County TDC?

D. Do you consider yourself a full service advertising company? Please provide detail.

E. What market research has been conducted, or would you be willing to conduct, to better position Gulf County as a desirable tourist destination?

F. What experience have you had in placing ads and positioning U.S. products or services in overseas markets?

G. What experience have you had in Internet marketing and placement on Internet travel sites.

H. Based on your knowledge, what is there about our community that makes Gulf County stand out as a tourist destination compared to other tourist destinations in State?

I. Please provide the history of the firm, its corporate structure and years in business. In addition, please report on the technical, educational, and training accomplishments of dedicated firm team members including related job skills, education, training and experience of assigned

professional staff or subcontractors associated with similar activities. Include a description of the amount of time each team member would have available to devote to the TDC.

J. List the total gross billing for each of the past five (5) years. List the number of clients who have billings falling in the following brackets:

1. Under \$250,000
2. Under \$1 million
3. Between \$1-3 million
4. Over \$3 million

K. Provide a description of the firm's marketing philosophy, current use of available technology.

2.5 References:

The firm shall furnish at least three (3) corporate references with their proposal. The references shall include the company name, contact person and their telephone number. The firm shall describe where services similar in magnitude and scope to that requested are currently provided and have been provided for at least six (6) months.

2.6 Payment for Services:

The company must be able to arrange adequate financing in order to pay vendors, production costs, media placement and related expenses in advance. The County's policy pays on a reimbursement basis, in accordance with the Local Government Prompt Payment Act of the State Statutes, Chapter 218.70-218.80, upon receipt of the company's invoice and written approval of same by the TDC indicating that services have been rendered in conformity with contract. County reimbursement requires approximately 45 days from the time receipts are received by the County. Copies of original invoices, tear sheets and detailed expense reports or affidavits must accompany all requests for reimbursement, or be delivered in a timely manner if not immediately available when invoice is submitted for payment. Failure to deliver such back up material may result in the amount in question being denied and removed from a subsequent billing.

Other expenses not specifically covered in the agreement will be guided by the Gulf County TDC Consultants Reimbursement Guidelines, Exhibit A.

SECTION 3 – PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person:

Lynn Lanier
Deputy County Administrator
Administrators Office, Room 302
1000 Cecil G. Costin Sr., Blvd.
Port St. Joe, Florida 32456
850-229-6106
email: llanier@gulfcountry-fl.gov

or Brett Lowry
Deputy County Administrator
Administrators Office, Room 302
1000 Cecil G. Costin Sr., Blvd.
Port St. Joe, Florida 32456
850-229-6106
email: blowry@gulfcountry-fl.gov

All questions regarding this Request shall be directed in writing; preferably by email to the Contact Persons stated above in this section. **Questions shall be submitted no later than 12:00 Noon (local time) on March 8th, 2012. FIRMS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON MAY BE DISQUALIFIED FROM SUBMITTING.**

Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

3.2 Calendar of Events:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in DeFuniak Springs, Florida.

<u>DATE/TIME</u>	<u>ACTION</u>
March 8 th , 2012 12:00 p.m.	Last day for Written Inquiries
March 15 th , 2012	Closing date for RFP
Monday, March 19 th , 2012	Open RFP's

3.3 Submission of Proposal:

Each response should be prepared simply and economically, providing straightforward, concise delineations of firm's capabilities to satisfy the requirements of this Request for Proposal. Emphasis is on completeness and

clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein.

3.4 RFP Opening:

Proposal is due at the time and date specified in the paragraph entitled “Calendar of Events”. The name of all firms submitting their qualifications shall be posted in the RFP package at the Office of Administrator. Proposals received late will not be considered.

3.5 Cost of Preparing RFP:

Gulf County is not liable for any costs incurred by a firm in responding to this RFP, including those for oral presentations.

3.6 Disposals of RFP:

All RFP’s become the property of the County and will be a matter of record.

3.7 Rules for Withdrawal:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a RFP must be executed) and delivered to the place where Request for Proposal are to be submitted at any time prior to the opening of RFP.

Any submitted Proposal shall remain valid for 45 days after the submission date, but the county at its sole discretion may release any proposal.

3.8 Rejection of Proposal:

The County reserves the right to accept or reject any all proposals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

3.9 Notices:

Any notices to be given under a contract shall be given by United States Mail, addressed to firm or individual at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

3.10 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm.

3.11 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the

construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.12 Drug Free Workplace:

The firm must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFQ. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

3.13 Protest:

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a proposal protest must be submitted with the County Administrator's office or County Clerk/Comptroller's Finance Director within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the County Administrator's office or County Clerk/Comptroller's Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible proposal received by the County. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

SECTION 4 – CONTENTS OF RFP

This section contains instruction regarding the format of the RFP that are to be submitted.

4.1 Contact for Contract Administration:

Firms shall return the Contact for Contract Administration Form. This shall be the firm’s representative from the day-to-day activities of this contract. The signer shall have the authority to bind the firm to the submitted proposal.

4.2 Forms:

It is Mandatory that firms return the Drug Free Workplace Certification Form along with the Public Entity Crime Form.

SECTION 5 – EVALUATION OF PROPOSALS:

TDC shall evaluate and rank submittals based on the following categories. Companies selected as finalist will be required to submit three (3) additional copies of their qualifications for the Review Panel, and shall be available for presentation/interviews, if required, on a date determined by the TDC. Sufficient notice will be given.

Criteria	Weight Score
Description of firm’s marketing philosophy	15%
Qualifications and expertise to handle the account for TDC	15%
Knowledge of tourism for Gulf County	30%
Strategic Ability	5%
Full time advertising company	5%
Experience in internet marketing	5%
In-house agency resources	5%
Current projects in advertising for a TDC/TDC/Chamber	10%
Fee Structure/Billing of clients within last 5 yrs.	5%
History of agency, years in business	5%

After negotiations are conducted, TDC shall recommend to the Board of County Commissioners to award a contract to the responsive and responsible firm that TDC determines will provide the best value to TDC.

SECTION 6 – TERM OF CONTRACT:

This term shall be for one (1) year, with the option of three (3), one year extensions each at the sole discretion of the County, unless earlier terminated by the Board of the County Commissioners.

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

SIGNATURE: _____

E-MAIL: _____

PUBLIC ENTITY CRIMES

Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,
Gulf County, Florida by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is
_____; (if the entity has no FEIN, include the Social Security Number
of individual signing this sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an 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 good 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(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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 contendens.

I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public crime; or; 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 “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized 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.

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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 Administration 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 ONE (#1) 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.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 200__.
Personally known to me____, or produced the following identification as proof of identity._____.

My Commission Expires:

Notary Public

Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of 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 pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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 work place through implementation of this section.

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

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

ADDENDUM ACKNOWLEDGEMENT FORM

RFP
ADDENDUM

Gulf County Tourist Development Council
c/o Gulf County Board of County Commissioners
Administrators Office, Room 302
1000 Cecil G. Costin Blvd.
Port St. Joe, Florida 32456

RFP NO:

RFP TITLE:

OPENING DATE:

ADDENDUM NO:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE REFERENCED RFP

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE RFQ FORM. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

Exhibit A

GULF COUNTY TOURIST DEVELOPMENT COUNCIL CONSULTANT REIMBURSEMENT GUIDELINES

1. Air Travel Standards. Consultants representing Gulf County Tourist Development Council (TDC) should travel economy/tourist or full fare coach class when engaged in work-related travel on behalf of the TDC. In order to keep reimbursement reasonable, air travel should be booked within two days of being notified by TDC of the need to travel to the destination.
2. Lodging. Consultants representing the TDC should secure accommodations in standard economy and or “discounted” class hotels. If doing business on behalf of the TDC in Gulf County, lodging shall be in a hotel under contract by the TDC where direct billing to the TDC has been arranged.
3. Vehicle Rentals. The TDC will reimburse rental of economy or mid size vehicles but not full-size vehicles, SUV or transport vans unless prior written authorization is secured from TDC Executive Director and County Administration.
4. Computer Research. The TDC will reimburse for actual cost.
5. Billed Hours. All invoices for work shall state the specific number of hours spent and the hourly rate of consultants and the task performed in sufficient detail to permit review of the time charged.
6. Incidental Charges. The TDC will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. A disbursement for regular intra-office copying is not considered compensable.
7. Travel to and from Gulf County. There will be no reimbursement for the consultant's local travel if consultant's offices are located in or within 50 miles of the TDC office. Auto travel will be reimbursed at Gulf County prevailing reimbursement rate at the time of travel.
8. Meals. The TDC will reimburse for reasonable meal expense while doing business on behalf of the TDC. If a meal involves a TDC staff member, that staff member has been instructed to pay for its own meal under guidelines established for staff. Alcoholic beverage is not considered compensable. There will be no reimbursement for the consultant's meal if consultant's offices are located in or within 50 miles of the TDC office.
9. Miscellaneous. The TDC will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided.
10. Invoices. Invoices for services rendered shall include all backup documentation in sufficient detail to permit review and enable the County Clerk/Comptroller to complete its pre-audit obligations for Gulf County. Expenses exceeding these guidelines will not be considered compensable. Invoices are to be addressed as follows:

Gulf County Tourist Development Council
c/o Gulf County Board of County Commissioners
Administrators Office, Room 302
1000 Cecil G. Costin Blvd.
Port St. Joe, Florida 32456

11. Billing Time. The TDC will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the TDC.
12. Written approval and authorization for any and all of the above itemized expenses is a precondition and requirement from the TDC Executive Director following a review of TDC budgeting and permissible expenses under Gulf County policy. Without prior written approval no expenses shall be compensable in accordance with this RFP and the contract terms with the Consultant.