



**Request for Proposal
RFP # COG2016-02**

Marketing, Advertising, and Public Relations Services

September 16, 2016

BCD Council of Governments will accept proposals from firms to create and implement a Marketing, Advertising and Public Relations program to build awareness of BCDCOG and all of its services and entities within the Berkeley, Charleston, and Dorchester counties.

The deadline for firms to submit written questions for information and/or clarification is **Friday September 30, 2016 by 3:00 PM EST.**

The deadline for receipt of all submittals is **Friday October 7, 2016, by 3:00 PM EST** at which time respondents to this request will be publicly identified. No other information will be disclosed.

All proposal responses should be mailed or delivered to:

BCD Council of Governments
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405

This solicitation does not commit BCDCOG to award a contract, to pay any cost incurred in the preparation of proposals submitted, or to procure or contract for the services. BCDCOG reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Request for Proposals if it is in the best interests of the BCDCOG to do so.

Note: The deadline shown above **Friday October 7, 2016** by 3:00 PM is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered

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1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

The BCD Council of Governments is issuing this RFP to qualified sources to provide marketing, advertising, and public relation services for BCDCOG including all of its services and entities. Additional detail is provided in the scope of work outlined in Section 3.0.

1.2 BACKGROUND

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is a regional agency, which serves a three-county area in South Carolina. BCDCOG offers a wide variety of planning, economic development and social services in order to aid in the orderly growth and development of the area. The BCDCOG's primary objectives are to assist local governments develop local and regional plans within the tri-county region, as well as providing local governments with planning and technical support to improve the quality of life in the region. Please visit our website <http://bcdcog.com/> for additional information.

1.3 GLOSSARY OF COMMON TERMS

<u>ADA</u>	Americans with Disabilities Act, 1991 USC-37 –132, as amended
<u>AGENT</u>	Berkeley, Charleston, Dorchester (BCD) Council of Governments
<u>CONSULTANT</u>	The Consultant performing the services outlined herein.
<u>DOT</u>	Department of Transportation (U.S.)
<u>FTA</u>	Federal Transit Administration (U.S.)
<u>OFFEROR</u>	The firm which submits a Proposal to BCDCOG, in response to this RFP, seeking to be selected as the Consultant.
<u>RFP</u>	Request for Proposals
<u>SCDOT</u>	South Carolina Department of Transportation
<u>SERVICE</u>	The contract work to be performed for the services described in this RFP
<u>USC</u>	United States Code

1.4 PROJECT DESCRIPTION

The primary goal for BCD Council of Governments marketing program is to build awareness of its agencies and their services, and as new services are launched, promote the new services and help build awareness. The selected Offeror must be able to research and identify target markets; develop marketing strategies; develop and implement advertising campaigns, including media purchases, creative product development, and print and audio-visual production, plan and conduct public relations, and evaluate the effectiveness of the marketing program. The selected Offeror must be able to provide service and expertise in the BCD area media market. These services will represent a full marketing program for BCDCOG, which will review and approve all work, including all advertising, promotion, and collateral material before they are produced and placed.

1.5 PROPOSAL SUBMITTAL/SCHEDULE

A. Schedule

Friday September 16, 2016	Solicitation Availability
Friday September 30, 2016 (3:00 PM)	Deadline for Written Questions
Friday October 7, 2016 (3:00 PM)	Deadline for Proposals

B. Proposal Submission

One (1) Digital, One (1) original (unbound) and three (3) bound copies of the Proposal shall be submitted no later than 3:00 p.m. local time, Friday, October 7, 2016 to the following address:

BCD Council of Governments
Attn: Jason McGarry
1362 McMillan Ave., Suite 100
N. Charleston, SC 29405

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCDCOG policies.

Proposals shall be submitted in a sealed box or envelope that is labeled with the Offerors name and identified as containing a Proposal responding to BCDCOG's RFP for Marketing, Advertising, and Public Relation Services.

No oral, facsimile, telegraphic Proposals or subsequent modifications to such Proposals will be considered except as specified herein.

The Proposal must be unconditional. Proposals, which do not meet the requirements of the RFP, or that, do not include all required and properly completed and approved forms and certifications, may be considered non-responsive, unless otherwise stated herein, and may be rejected.

C. Addenda

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received or requested the RFP document from the BCD Council of Governments and posted on the website.

D. Proposal Review Process

The procurement of these Offerors' services will be in accordance with BCDCOG and other applicable federal, state, and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The BCDCOG Selection Committee (the "Selection Committee") will review and evaluate Proposals in accordance with the requirements and instructions contained in the RFP.

Following evaluation of the proposals, the Selection Committee may select sub- finalists who may be invited to participate in an interview, if necessary.

E. Award/Rejection of Proposals/Contracts

An award resulting from this RFP shall be made to the most responsive and responsible Offeror whose Proposal is determined to be most advantageous to BCDCOG, taking into consideration evaluation factors contained herein; however, BCDCOG reserves the right to reject in whole or in part, any and all Proposals received and in all cases, BCDCOG will be the sole judge as to whether an Offerors Proposal has or has not satisfactorily met the requirements of this RFP.

BCDCOG reserves the right to reject, in whole or in part, any and all Proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such Proposals, such rejections, waiver, or negotiation to be accomplished in any manner necessary to serve the best interests of BCDCOG. It is also reserves the right to be the sole judge of the suitability of any and all Proposals for use by BCDCOG. BCDCOG reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous Proposal or Proposals, which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The selected Offeror will be notified of acceptance of his Proposal by a formal Notice of Award.

The selected Offeror shall enter into a Contract with BCDCOG on terms mutually agreeable to BCDCOG and Offeror. Failure to do so shall permit BCDCOG to award to another Offeror. BCDCOG reserves the right to develop and impose additional performance and/or technical requirements or terms and conditions before entering into a contract. Said additional requirements, terms, and conditions shall be based on the particular characteristics of the Proposal under consideration.

Negotiation of a contract will be in conformance with applicable federal, state, and local law, regulation, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract.

Upon successful contract negotiations, BCDCOG staff will present the required documentation to the appropriate BCDCOG authority for approval and award the contract.

1.6 INSTRUCTIONS AND GENERAL CONDITIONS

A. Offerors Responsibility Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of this RFP. The failure or omission of a Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the Proposal submitted by the Offeror or to any contract resulting from this RFP.

B. Duty To Inquire Should a Offeror find discrepancies or omissions in this RFP, or should the Offeror be in doubt as to meanings, the Offeror shall at once notify the BCD Council of Governments in writing prior to the last day for written questions. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP. Neither BCDCOG nor the BCD Council of Governments, acting as agent, will be

responsible for (i) any oral instructions nor (ii) any written materials provided by any person other than the contact person named in this RFP.

C. Contact Person Questions about this RFP shall be submitted in writing (facsimile transmissions will not be accepted) and must be directed to:

Jason McGarry – JasonM@bcdco.com
BCD Council of Governments
1362 McMillan Ave., Suite 100
N. Charleston, SC 29405

Communications regarding this RFP shall be limited to the individual named above. Any other communications are expressly prohibited and could disqualify Proposals from further consideration.

D. Signature Requirements Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Offeror or one legal entity. The proposal should indicate the responsible entity. Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

E. Waiver By submission of its Proposal, the Offeror represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the Proposal for errors and omissions; that the prices and costs stated in its Proposal are correct and as intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

F. Confidential Information Subject to the requirements of Section 30-4-10, et. seq., Code of Laws of South Carolina, 1976, as amended, commercial or financial information obtained in response to this RFP which is privileged and confidential pursuant to S.C. Code Ann. § 11-35-410 will not be disclosed. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their Proposal, which such Offerors consider to contain privileged and confidential information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and visibly markings "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal, which Offeror deems to be so exempt. Offerors shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories of matters that may be exempt from disclosure as set forth in the Freedom of Information Act. BCDCOG reserves the right to determine whether the information should be exempt from disclosure. No action may be brought against BCDCOG or its agents for its determination in this regard. BCDCOG hereby

disclaims any responsibility for not disclosing information identified by any Offeror as confidential or exempt from Freedom of Information Act and further hereby disclaims any responsibility for any information, which is disclosed as a result of Offerors failure to visibly mark it as "confidential" or "exempt from Freedom of Information Act".

Offerors should not simply mark their entire Proposal as confidential or exempt from freedom of information act. Doing so will result in BCDCOG's making an independent determination of confidentiality or exemption. BCDCOG further hereby disclaims any responsibility for any information, which is, disclosed as a result of Offerors such independent determination of confidentiality or exemption necessitated by the Offerors failure to properly follow this section.

G. Revisions to RFP The BCD Council of Governments reserves the right, when necessary, to postpone the times at which Proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of such postponement or amendment shall be given by the BCD Council of Governments to all prospective Offerors who have requested or received copies of the RFP specifications. Receipt of all Addenda must be acknowledged in the Proposals received by the BCD Council of Governments.

H. Withdrawal of Proposal No Proposal may be withdrawn after the Proposals have been opened.

I. Single Proposals Should only a single Proposal is received; BCDCOG may require that the Offeror provide a cost analysis or price comparison between the Proposal price and that of similar supplies, material, equipment, and/or services, to assure that the Proposal price is fair and reasonable. If requested, the Offeror shall provide the cost analysis or price comparison within ten days following notification. BCDCOG reserves the right to accept or reject the Proposal based on the analysis and/or comparison alone or in the best interest of BCDCOG.

J. Ownership Of Documents All Proposals and supporting materials (including all data, material, and documentation originated and prepared for BCDCOG pursuant to this RFP and including correspondence relating to this RFP) shall, upon delivery to BCDCOG, become the property of BCDCOG.

K. Acceptance of Conditions Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between BCDCOG and the firm selected.

1.7 RESERVED RIGHTS/LIMITATION OF FUNDING

All Offerors are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP; any contract awarded hereunder or modify any contract or this RFP accordingly. BCDCOG makes no representations that any contract will be awarded to any Offeror responding to this RFP.

- BCDCOG reserves the right to waive any minor irregularities in any and all Proposals.

- BCDCOG reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Offeror based upon the initial Proposal or on the basis of a best and final offer without conducting oral interviews.

1.8 PROTEST PROCEDURE

Any prospective Offeror or consultant who is aggrieved in connection with the solicitation of a contract may protest to BCDCOG’s Executive Director. Any such protest must be delivered in writing within five days of the issuance of the RFP or within five days of amendment thereto if the amendment is at issue. Any actual Offeror, consultant, or sub consultant who is aggrieved in connection with the intended award or award of a contract shall protest to the Executive Director. Any such protest must be delivered in writing within five days of the date the notice of award or intent to award is posted. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.

This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protest alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

1.9 COST OF PROPOSAL PREPARATION

BCDCOG shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. Offerors shall not include such expenses as a part of the price proposed. BCDCOG and the BCD Council of Governments shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing Proposals in response to this RFP.
- Negotiations with BCD Council of Governments on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by an Offeror prior to formal Notice to Proceed for any agreement.

1.10 PROHIBITED INTEREST

No member, officer, employee of BCDCOG or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

1.11 SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this RFP are for reference purposes only and shall not affect in any way the meaning or interpretation of this RFP.

1.12 TAXES

Offeror must include sales tax, if any, and all other applicable taxes and fees in their Proposals.

The Offeror should be aware that S.C. Code Ann. § 12-8-550 requires withholding of a percentage of payments made to certain nonresidents conducting business in South Carolina. (Inquiries concerning Section 12-8-540 and 12-8-550 should be addressed to Withholding Section, South Carolina Tax Commission, P.O. Box 125, Columbia, South Carolina, 29214 {telephone: (803)737-4804}).

1.13 NOTICE TO PROCEED

The Offeror shall be issued a written Notice to Proceed. Any services provided prior to receipt of the Notice to Proceed shall be at the sole risk and expense to the Offeror.

1.14 LABOR PROVISIONS

South Carolina is a Right-to-Work state. The successful Offeror shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

2.0 PROPOSAL INSTRUCTIONS

2.1 INTRODUCTION

A Proposal must be complete and submitted on the forms provided by BCDCOG unless otherwise stated herein, in the prescribed format and signed by the appropriate member(s) of the firm or corporation. The first part of the Proposal is the Statement of Qualifications. The second part is marked Price and Cost Proposal and must conform to the instructions set forth therein.

This Proposal represents an offer to do work as described in BCDCOG's RFP. The undersigned, as Offeror, declares that all documents included in the RFP and appropriate addenda have been carefully examined and that the Offeror is familiar with the work to be done and the form of the documents.

The Offeror hereby submits the following information and proposes to do the work as specified in the RFP.

2.2 DOCUMENTS

- A.** The complete set of Proposal documents shall be used in preparing the Proposal. The documents and the order and manner of presentation is provided herein.
- B.** Each Offeror shall carefully examine the documents and take such reasonable steps as needed to ascertain the nature of the work, the conditions that affect the work and the cost thereof. Failure to do so will not relieve Offerors from responsibility for estimating the cost of successfully performing the work according to BCDCOG standards.

2.3 PREPARATION OF PROPOSAL

- A. The Proposal shall be (a) submitted on forms furnished, or copies thereof; (b) completed in ink or typewritten; and, (c) manually signed. If there are erasures or changes, each is to be initialed by the person signing the Proposal. Failure to have an original signature on your submittal may result in the rejection of your proposal. (No rubber stamps or photocopies will be accepted.)
- B. If the Proposal is from an individual, a sole proprietorship, or a Offeror operating under a trade name, the Proposal shall be signed by that individual.
- C. A Proposal by a partnership shall be executed in the partnership name and signed by a general partner; the official address of the partnership shall be shown below the signature.
- D. A Proposal by a limited liability company shall be executed in the limited liability company name and signed by an authorized member; the official address of the limited liability company shall be shown below the signature.
- E. A Proposal by a corporation shall be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the corporate secretary.
- F. A Proposal submitted by a Joint Venture shall list the name of the joint venture and the mailing address and shall be executed by all joint ventures in the same manner as if they were individually submitting Proposals.
- G. All names shall be typed or printed below the signature.
- H. The Proposal shall contain the signed addenda (if applicable).
- I. Offerors financial ability to perform will be verified. BCDCOG will evaluate all Offerors financial qualification requirements as stated in this RFP. Unless a Offerors financial responsibility can be verified and documented, BCDCOG must consider the Proposal as non-responsible.

2.4 EVALUATION CRITERIA

The proposal will be evaluated on the following categories listed below.

- I. Qualifications – 5%
- II. Firm Experience and History – 15%
- III. Personnel; Knowledge and Experience of Key Individuals – 20%
- IV. Capacity and Project Organization – 30%
- V. Cost – 30%

VI. Certifications and Representations – 0%

2.5 REPRESENTATIONS AND CERTIFICATIONS

- A. There are a series of Representations and Certifications found in Appendix A. They will not be scored but rather will be used in evaluating the information presented in Evaluation Categories I - VI.
- B. The evaluation and negotiation process will be confidential until the final recommendation for award has been made.
- C. Professional qualifications will be evaluated and scored by a committee appointed by BCDCOG. The qualified firms deemed as being in a competitive range (firms that the committee determines have a reasonable chance of being selected for award based on factors that were stated in the RFP) may be interviewed by the committee.
- D. Offerors selected for interview by the evaluation committee may be asked to make oral presentations to clarify information presented in the Proposal. Evaluation committee members may amend scores based on information obtained during interviews.
- E. BCDCOG will review Price Proposals of two or more firms whose qualifications remain within the competitive range.

2.6 PRICE PROPOSAL

The forms for the Price Proposal are found at the end of this section.

ONE PRICE PROPOSAL SHALL BE SUBMITTED UNDER A SEPARATE COVER FROM THE PROPOSAL IN AN ENVELOPE THAT IS LABELED WITH THE OFFERORS NAME AND IDENTIFIED AS CONTAINING A COST PROPOSAL RESPONDING TO BCDCOG'S RFP TO PROVIDE MARKETING, ADVERTISING, AND PUBLIC RELATION SERVICES.

2.7 REQUIRED PROPOSAL FORMAT FOR THE STATEMENT OF QUALIFICATIONS

- A. The Statement of Qualifications Proposal to perform the services described in the Scope of Work shall contain, at the minimum, the information, statements, and documents required in the following outline.
- B. Offerors shall organize their Proposals by attaching and indexing Proposal sections in accordance with the outline below. The Statement of Qualifications Proposal shall be submitted in a three ring binder.

2.8 STATEMENT OF QUALIFICATIONS -- REQUIRED OUTLINE

PROPOSAL SECTION I: QUALIFICATIONS

Index

Number Required Components

Complete the Offerors Questionnaire on the following page.

- I-1 This questionnaire is an integral part of the Offerors Statement of Qualifications and shall be completed. All reference and information shall be current and traceable. If a Offeror is a joint venture, a separate form shall be prepared by each participant in the joint venture. Failure to provide all data requested may result in your Proposal being determined non-responsive by BCDCOG.

OFFERORS QUESTIONNAIRE

NAME OF OFFEROR: _____

PRINCIPAL OFFICE: _____
(Street Address or P.O. Number)

(City) (State) (Zip) (Telephone)

Are you (check applicable)?

- _____ A Partnership
_____ A Corporation
_____ A Limited Liability Company
_____ A Joint Venture
_____ A Non-Profit Organization
_____ Other, Specify _____

If a Partnership, list all names and addresses of partners and State of Organization; if a Corporation, list names of officers and directors and State of Incorporation; if a Limited Liability Company, list names of the Members and Managing Officers and State of Organization; if a Joint Venture, list names and addresses of ventures and, if any venture is a corporation, limited liability company, partnership, or joint venture, list the same information for each such corporation, limited liability company, partnership, and joint venture.

How many years has your organization been providing this type procurement?

_____ **years**

Out of the total indicated, how many years of experience has your organization had in providing services of the nature proposed in this RFP?

_____ **years**

PROPOSAL SECTION II: FIRM EXPERIENCE AND HISTORY

Specialized experience and technical competence of the firm, considering the type of services required and the complexity of the project. Past record of performance on contracts with other government agencies or public bodies and private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, and responsiveness. Recent experience of the firm and successful completion of projects of similar type and complexity. Offerors must describe their qualifications and experience for the tasks and subject areas addressed in the scope of work. Specifically, note technical expertise and previous experience in: a) market research; developing, planning and managing strategic marketing plans and advertising campaigns; crisis management; launching new products; creative product; media placement; community involvement and public relations; b) key market, including the Berkeley, Charleston, and Dorchester Area. Work samples may be included but must be of a reasonable size and format. Reviewers will not be able to share work samples. Copies of all work samples must accompany each copy of the submittal.

Submittal Requirements

- A. A brief resume of the firm, including but not limited to: office information; date established; former name(s); type of ownership or legal structure; general description of services provided and type of clients served; personnel.
- B. A representative list of projects performed by the firm. Submittal should include but not be limited to:
 - 1. Project name and location.
 - 2. Responsibility of the firm (prime consultant, sub consultant, joint venture, etc.).
 - 3. Client name, address, and phone number.
 - 4. Name, address, and phone number of firm's project manager or primary contact.
 - 5. Brief description of the project.
 - 6. Past performance (including quality of past work and demonstrated ability to meet tight deadlines)/references. Four (4) references to organizations for which the Offeror has provided services that are the same as or similar to those in the scope of work. For each reference, the Offeror will indicate the type of work performed (market research, advertising and promotion), when the work was done.

PROPOSAL SECTION III: PERSONNEL; KNOWLEDGE AND EXPERIENCE OF KEY INDIVIDUALS

Experience and technical competence of the key individuals and support staff who will provide the requested services including but not limited to the proposed project manager, major sub consultants, and key staff of each firm. Recent experience and expertise of these key individuals with projects of similar type and complexity. The Offeror will commit that the staff identified will actually be assigned to any contract resulting from this proposal and are available to commence work after given

notice to proceed.

Submittal Requirements

- A. Brief resumes for each of the key individuals and/or support staff who will provide the requested services.
- B. A representative list of past or current projects performed by key individuals and/or support staff that will provide the requested services. Submittals should include information about the project manager, major sub consultants, and key staff. Submittal should include but are not limited to:
 - 1. Project name and location.
 - 2. Responsibility of the individual for the project.
 - 3. Client name, address, and phone number.
 - 4. Name, address, and phone number of firm's project manager or primary contact.
 - 5. Brief description of the project including the key person's role therein.
 - 6. Brief description of each key person's knowledge of and experience with problems, conditions, or circumstances applicable to this project.

PROPOSAL SECTION IV: CAPACITY AND PROJECT ORGANIZATION

The firms:

- Capacity to perform the work (including any specialized services as outlined in the Scope of Work) within the time limitations, considering the firm's current and planned workload;
- Ready availability and accessibility (key personnel and support staff). Staff means names and titles of personnel (including consultants and sub consultants) who will provide services should be listed, including information regarding responsibilities and duties, and appropriate consultant or sub consultant relationships. This list will, in part, establish the number of employee's consultants and their sub consultants proposed to work on the account. This list should include an overall account executive to assure overall service to BCDCOG. The list should include a project manager for each of the operating departments' projects.
- Ability to coordinate the work quickly and efficiently with BCDCOG personnel considering:
 - the firm's organizational structure.
 - the physical location of the office from which the work will be performed.
 - the specific information regarding geographic sub area assignments.

Submittal Requirements

Provide information demonstrating the firms:

- A. Capacity to perform the work (including any specialized services within the time limitations, considering the firm's current and planned workload; include an estimate of monthly workload capacity for this assignment.

- B. Ready availability and accessibility (key personnel, including account executives and project managers and support staff);
- C. Availability to coordinate the work quickly and efficiently with BCDCOG personnel considering:
 - 1. the firm's organizational structure,
 - 2. reporting relationship between individual team members,
 - 3. the physical location of the office from which the work will be performed.

PROPOSAL SECTION V: PRICE AND COST PROPOSAL AND SPECIAL PROVISIONS

(To be submitted in a separate envelope).

PROPOSAL SECTION VI: CERTIFICATIONS AND REPRESENTATIONS

Required Components

The Representations and Certifications (Appendix A) must be completed and returned with the Proposal.

3.0 SCOPE OF WORK

3.1 OBJECTIVE

BCD Council of Governments wishes to achieve the following marketing objectives during the term of this contract:

- A. Promote awareness of BCDCOG and all of its services and entities within the Berkeley, Charleston, and Dorchester areas.
- B. Promote launching of new services and/or changes to existing services for Charleston Area Regional Transportation Authority (CARTA) and Rural Transit Management Authority (RTMA) dba TriCounty Link.
- C. Promote ridership for CARTA and TriCounty Link
- D. Promote BCDCOG and its affiliates as an efficient, effective, timely, and cost-conscious agency.
- E. Promote public support for BCDCOG, CARTA, and TriCounty Link from the community-at-large.
- F. Point of contact for information to assist the news media, citizens, elected officials, employees and other local, state and national agencies.

The objectives may be achieved by identifying specific markets that yield the greatest potential returns from the marketing program.

3.2 GENERAL

The work to be performed under this contract will consist of an overall annual plan developed by the Offeror for BCDCOG.

Marketing services will be followed based on the annual plan submitted by the Offeror.

BCDCOG reserves the right to add additional tasks of a similar nature to this scope of work on an as needed basis.

3.3 CONTRACT VALUE

- A. BCDCOG does not guarantee that the Offeror will receive a specific annual budget.
- B. BCDCOG reserves the right to add or delete work according to its needs.

3.4 OFFEROR RESOURCES AND RESPONSE TIME

The Offeror will be required to provide resources on the basis of the approved annual schedule. In addition, the Offeror will be expected to respond to short notice requests for technical assistance to resolve urgent requests. The Offeror should have staff experienced in dealing with the various disciplines required, able to perform the services, and capable of working on several projects at the same time. The Offeror will be expected to coordinate work with efforts performed by BCDCOG staff and other consultants.

3.5 ANNUAL DEVELOPMENT

- A. The BCDCOG Executive Director will concisely define all marketing goals.
- B. The BCDCOG Executive Director and Offeror will continually review the extent and nature of the specified annual project at hand.
- C. Once the scope of work, schedule, and budget details are agreed upon, the Offeror will make every reasonable effort to adhere to them. The Offeror will notify the Executive Director immediately if it should become necessary to alter the scope of work, the schedule, or the budget. All changes are subject to prior approval of the Executive Director.
- D. The Offeror will be paid on the basis of approved monthly invoices.

3.6 SCOPE OF SERVICES

The Offeror will provide required professional services using staff from its own firm and/or sub consultants approved by BCDCOG. Offerors are encouraged to create terms that address the breadth and depth of expertise required by this scope of services. BCDCOG expects the Offeror to work closely and in cooperation with BCDCOG staff. The Offeror will provide an overall account executive to assure overall service to BCDCOG and coordinate services to BCDCOG. The Offeror will ensure that the key personnel will be available for the term of the contract.

Since this scope of services is only an estimate of assistance BCDCOG may need, items within it are subject to change or deletion.

Provide general business counsel related to marketing, advertising, public relations, community outreach, and communications. Assist BCDCOG to develop short- and long-term strategic marketing plans for the agency along with an overall annual marketing plan.

- A. Analyze present and potential markets, as assigned, for BCDCOG services. Analyze the effectiveness of messages and techniques. It is expected that the Offeror will become familiar with BCDCOG, its services, its customers and potential customers. This element will include periodic customer service surveys to determine customer satisfaction and to help identify positive requirements to the service.
- B. Help develop and implement advertising and communication plans for BCDCOG approval. These plans shall include recommendations related to media, creativity, budgets, and the appropriate coordination with other BCDCOG communications, promotions, and public outreach efforts.
- C. Assist in developing and implementing plans to launch new services. This could include helping plan, implement, and staff special events and promotions.
- D. Establish and maintain a system for client review and approval of all activities at appropriate stages of development
- E. Perform duties, subject to agency approval, necessary to develop and produce print advertising, broadcast advertising, transit, outdoor billboard advertising, direct mail, collateral materials, and audiovisual materials.
 - 1. Create and prepare communications and advertising ideas and programs.
 - 2. Prepare estimate of cost for the recommended programs.
 - 3. Employ knowledge of available media and means that can be effectively and efficiently used to communicate department services and messages.
 - 4. Order the space, time or other means to be used for advertising, securing the most advantageous rates available.
 - 5. Incorporate the message in mechanical or other form and forward it with proper instruction to fulfill the order.
 - 6. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.
 - 7. Evaluate and report on communications and advertising results as required.
 - 8. Audit invoices for space, time, material preparation, and services. Maintain budget and records of project expenditures.
 - 9. Submit invoices to BCDCOG for payment in a format that meets reporting requirements.
 - 10. Post, monitor and respond to various multi-media (i.e. Facebook, Twitter etc.) as required by BCDCOG.
 - 11. Applying the principles and practices of social marketing(understanding target audiences, designing communication strategies based on their needs,

days written notice to the Offeror(s) and BCDCOG. The Offeror(s) shall provide BCDCOG with evidence of Workers' Compensation coverage in the amount required by law. Failure to comply will term the Offeror in Breach of Contract and as such is in default.

3.8 COMMUNICATIONS AND LIAISON

BCDCOG is exclusively responsible for ALL aspects of Public information, Community Affairs and Marketing. ALL contacts with the media regarding any aspect of the service must be coordinated through BCDCOG Staff. The Offeror(s) will coordinate closely with BCDCOG on all matters pertinent to this proposal. The Offeror will attend staff meetings with BCDCOG as requested. Official contact with BCDCOG concerning service and contract related issues would be through BCDCOG's Executive Director. BCDCOG may designate other contact persons as necessary.

The Principal or another agent of the Offeror with the authority to make binding decisions shall attend all meetings and hearings pertaining to this proposal. This includes, but is not limited to, BCDCOG Board meetings and any and all citizen's advisory committees.

3.9 OWNERSHIP OF DOCUMENTS

The Offeror agrees that any and all information, in oral, written, or electronic form, whether obtained from BCDCOG, its agents or assigns, or any other sources, or generated by the Offeror pursuant to this Contract, shall not be used for any purpose other than fulfilling the requirements of this Contract.

Any documents, reports, or data generated by the Offeror in connection with the performance of this Contract shall become the sole property of BCDCOG, subject to any rights asserted by the FTA. The Offeror(s) may retain copies of such items for its files. The Offeror(s) shall not release any documents, reports, or data from this project without prior written permission by BCDCOG.

APPENDIX A

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are required to be returned as part of the Proposal Packet.

I. REPRESENTATIONS

A. Disadvantaged Business Enterprise (DBE)

The Offeror represents as a part of its offer that it (**Mark one with an "X"**):

- is
- is not

a disadvantaged business enterprise (DBE).

The Offeror hereby certifies that it will comply in full with the disadvantaged business enterprise provisions of this contract, as outlined in this section.

1. It is the policy of the DOT and of BCDCOG, that disadvantaged business enterprises, as defined in 49 C.F.R. Part 23 and the Program for Assistance to Disadvantaged Business Enterprises (hereinafter referred to as "DBE Program") of BCDCOG shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement between BCDCOG and DOT. Consequently, the DBE requirements of 49 C.F.R. Part 23 apply to this contract.
2. The Offeror hereby agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of this contract and any related subcontract(s) financed in whole or in part with Federal funds. In this regard, the Offeror shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Neither BCDCOG nor the Offeror, nor any sub consultant thereto shall discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. BCDCOG is presently preparing its DBE program to be in compliance with the final rule for Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, 49 CFR Parts 23 and 26, issued in the Federal Register, Volume 64, No. 21, on Tuesday, February 2, 1999. This program will be submitted for review and approval by the FTA. BCDCOG will notify the Offeror(s), as the case may be of its goal. BCDCOG's past program DBE goal was 10.0%. Offerors are obligated to submit their DBE participation as part of their Proposals. Additionally,

Offeror has reviewed this final rule and agrees to comply with such rule and any subsequent policies of BCDCOG implementing this rule. The Offeror hereby agrees to comply with the DBE participation goals established by BCDCOG.

4. During the performance of this contract, the Offeror shall keep such records as are necessary to determine compliance with its disadvantaged business enterprise utilization obligations. The records to be kept by the Offeror shall be designed to indicate the following:
 - (a) The actual disadvantaged and non-disadvantaged business enterprises, the type of work being performed by each, and the actual dollar values of work, services and procurements;
 - (b) The progress and efforts being made in seeking out disadvantaged business enterprises organizations and individual disadvantaged business enterprises for work on this project; and
 - (c) Documentation of all communications, including correspondence, contracts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on a project.

The Offeror shall submit reports, on at least a monthly basis, of contracts and other business enterprises as documented by the records herein referred to. These reports shall be submitted to the DBE Officer not later than the fifteenth (15th) of each month for the preceding month's activity

5. All records required by the provision hereof to be kept by the Offeror shall be retained for a period of five (5) years following completion of the contract work. Said records shall be made available for inspection upon request by DOT and/or BCDCOG.
6. The provisions of this section shall further be deemed applicable to any subcontracts executed by the Offeror pursuant to this contract. As part of any such subcontract, the Offeror shall secure from the sub consultant a certified copy of this section, a copy of which shall be provided to the DBE Officer.
7. Failure on the part of the Offeror or any sub consultant thereto to carry out any applicable provision of this Schedule shall constitute a breach of contract and, after notification to DOT, may result in termination of the contract by BCDCOG or other such remedy as BCDCOG deems appropriate.

B. Interest of Public Officials

The Offeror represents and warrants that no employee or official of BCDCOG is or will be pecuniarily interested or benefited directly or indirectly in this contract.

C. Covenant Against Gratuities

The Offeror represents as part of its Proposal that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee or official of BCDCOG with the view toward securing favorable treatment in awarding, amending, or the making of any determination with respect to the performing of the contract.

D. Previous Contracts and Compliance Reports

- 1. The Offeror represents as part of its offer that it **(Mark one with an “X”)**:
 - has
 - has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order Number 10925, or the clause contained in Section 201 of Executive Order Number 11114; and
- 2. It **(Mark one with an “X”)**.
 - has
 - has notfiled all required compliance reports.
- 3. Representations indicating submission of required compliance reports, signed by proposed sub consultants, will be obtained before subcontract or awards.

E. Affirmative Action Compliance

- 1. The Offeror represents as part of its offer that it has a workforce of _____ (# of employees).
- 2. It **(Mark one with an “X”)**.
 - developed and has on file
 - has not developed and does not have on fileat each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it **(Mark one with an “X”)**.
 - has
 - has not

previously had contract subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

F. Parent Company and Identifying Data

1. The Offeror represents as part of its Proposal that it **(Mark one with an “X”)**.

is

is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the Offeror. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a Offeror as parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, and veto basic policy decisions of the Offeror through the use of dominant minority voting rights use of proxy voting or otherwise.

2. If the Offeror is not owned or controlled by a parent company, it shall insert its own Employer’s Identification Number below:

3. If the Offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company’s Employer’s Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS:

(Name) (Tax ID Number)

(Street Address or P.O. Number)

(City) (State) (Zip) (Telephone)

II. CERTIFICATIONS

A. Certification of Independent Price Determination

1. By submission of this Proposal, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement.

(a) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of

restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other Offeror or to any competitor, and
- (c) Not attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.

2. Each person signing this Proposal certifies that:

- (a) He/she is the person in the Offerors organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate in any action contrary to (a)1-(a)3 above or
- (b) He/she: (i) is not the person in the Offerors organization responsible within that organization for the decision as to the prices being Proposed herein by that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to (a)1-(a)3 above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate in any action contrary to (a)1-(a)3 above.

B. Certification of Eligibility

- 1. By entering into this contract, the Offeror certifies that it nor any person or firm who has an interest in the Offerors firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 2. No part of this contract shall be subcontracted to any person or firm ineligible for ward of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

C. Buy America Certification

Application to the following types of contracts: Contraction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000.00)

To be considered responsive to this solicitation, One of the 4 certifications (one of the in (a) or (b) below), as appropriate, must be marked;

1. Certificate requirement for procurement of steel or manufactured products **(Mark one with an “X”)**.

- (a) Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661; or

- (b) Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j) (2) (B) or (j)(2)(D), and regulations in 49 CFR Part 661.7.

2. Certificate requirement for procurement of buses, other rolling stock, and associated equipment **(Mark one with an “X”)**.

- (a) Certificate of compliance with 49 U.S.C. 5323(j)(2)(C)

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), the applicable regulations of 49 CFR Part 661; or

- (b) Certificate for non-compliance with 5323(j)(2)(C)

The Offeror hereby certifies that it cannot comply with the requirements of 5323(j)(2)(C), but it may qualify for an exception to the requirement consistent with 5323(j)(2)(B) or (j)(2)(D) and regulations in 49 CFR Part 661.7.

D. Clean Air and Water Certification

Application if the offer exceeds \$100,000, or if the Contracting Officer believes that orders under an indefinite contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Air Act [42 USC 7413 (c)(1)] or the Water Act [33 USC 1319 (c) and is listed by the Environmental Protection Agency (EPA as a violating facility, and the acquisition is not otherwise exempt.

By submission of this Proposal, the Offeror certifies that:

1. Any facility to be used in the performance of this proposed contract **(Mark one with an “X”)**.

- is

- is not listed on the EPA list of Violating Facilities

2. It will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance

of the contract is under consideration to be listed on the EPA list of Violating Facilities; and

3. It will include a certification substantially the same as this certification, including this paragraph (c) in every nonexempt subcontract.

E. Certification of Non-Segregated Facilities

1. By the submission of this Proposal, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
2. The Offeror agrees that a breach of this certification is violation of the Equal Opportunity Clause in the Contract.
3. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.
4. It further agrees that (except where it has obtained identical certifications from proposed sub consultants for specific time periods) it will:
 - (a) Obtain identical certifications from proposed sub consultants before the award of subcontract under which the sub consultant will be subject to the Equal Opportunity Clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward the following notice to the proposed sub consultants (except if the proposed sub consultants have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUB CONSULTANTS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification on Non-segregated Facilities must be submitted before the award of a sub consultant will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statements in Proposals is prescribed in 18 USC 1001.

G. Certification of Restrictions on Lobbying

(This Certification is applicable if the Proposal exceeds \$100,000).

1. By submission of this Proposal, the Offeror certifies to the best of his or her knowledge or belief that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of

not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

H. Reserved

Signature of Offerors Authorized Official

Name and Title of Offerors Authorized Official

I. Debarment and Suspension

1. **By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BCDCOG may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to BCDCOG if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BCDCOG for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCDCOG.

6. The prospective lower tier participant further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BCDCOG may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (a) The prospective lower tier participant certifies, by submission of this bid or Proposal, that neither it nor its "principals" [as defined at 49 C.F.R. ' 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

J. Conflict of Interest Certification

By submission of this Proposal, I certify that:

1. I have read and understand the General Provisions clause entitle "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

2. I understand BCDCOG has an internal conflict of interest policy for its employees which includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing or seeking to do, business with BCDCOG .

3. Mark one with an "X".

To the best of my knowledge and belief, no employee of my firm is related to an employee of BCDCOG ; or

An employee of my firm is related to an employee of BCDCOG and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit.

4. The requirement of this certification has been passed through all first-tier sub consultants or sub consultants anticipated to be used at the time of the submission of my Proposal.

K. Acknowledgment of Amendment

The undersigned acknowledges receipt of the following amendments to this Solicitation:

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

L. Pre-Award and Post-Delivery Audit Requirements

(To be submitted with a Proposal exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000)

1. Certificate of Compliance

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

2. Certificate of Non-Compliance

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

M. Costs and Price Information

The Offeror certifies, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of submission of the Proposal.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

NAME OF OFFEROR AND ADDRESS (INCLUDE ZIP AND PHONE)

SIGNATURE:

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THIS EXHIBIT. FAILURE TO DO SO MAY RENDER THE PROPOSAL NON-RESPONSIVE OR UNACCEPTABLE.

A FALSE STATEMENT IN ANY BID OR PROPOSAL SUBMITTED TO BCDCOG MAY BE A CRIMINAL OFFENSE IN VIOLATION OF APPLICABLE FEDERAL AND/OR STATE LAWS.

COST DATA FORM
(Offeror to complete all blanks)

DATE: _____, 2016

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING HIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. that he has carefully examined specifications for the Services
2. that he is familiar with all the conditions surrounding the performance of the Services
3. that, if awarded that Contract, he will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. that, if awarded the Contract, he will establish services after the issuance of a “Notice to Proceed” as required in the RFP;
5. that he understands that the Owner reserves that right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is canceled, postponed, or if it is in the best interest of BCDCOG;
6. that, if awarded the Contract, he will enter and execute a contract as required in the Request for Proposals (RFP).

COST DATA FORM

Page Two

NOTE: Page 1-3 of Cost data form must be submitted with proposal response in a sealed envelope separate from proposal response; outside of envelope should be clearly marked with the words “Cost Data Sheet”.

In Compliance with this Solicitation, the undersigned hereby proposes to provide all materials, equipment, and labor to provide Marketing, Advertising, and Public Relation Services for BCDCOG.

Fees for work performed under this agreement shall be based on the following factors:

1. Marketing Development: Scope of work includes the development of a comprehensive marketing communication program for BCDCOG.

Price to develop a one year annual marketing plan \$ _____

2. Monthly fees in lieu of hourly rates, monthly fees will be inclusive of all services except for those listed in item four. The services to be included are listed in the scope of services.

Marketing Planning and Implementation monthly fee \$ _____.

Public Relations Counsel and Implementation monthly fee \$ _____.

3. Promotional materials (i.e., key chains, T-shirts, hats, etc.) Will be billed to BCDCOG at a cost plus ____%. Printing items will be bid by the Consultant using BCD-RTMA procurement guidelines and paid directly at cost by BCDCOG as appropriate to the job.

4. Time charges will be billed at the following applicable **hourly rate**:

Creative Direction:	\$ _____
Art Direction	\$ _____
Copywriting	\$ _____
Broadcast Production	\$ _____

