

Official Notice No. 6406

**INVITATION TO SUBMIT PROPOSALS TO PROVIDE
ADVERTISING SERVICES FOR THE**

MILWAUKEE COUNTY ZOO

Sealed proposals from firms interested in providing advertising services for the Milwaukee County Zoo will be received in the office of the Milwaukee County Clerk, Room 105, Courthouse, 901 North 9th Street, Milwaukee, WI 53233 until 4:00 p.m., on Monday February 2, 2009.

Instructions for preparing proposals are contained within the attached Request for Proposals.

Invitation to Submit Proposals for Advertising Services Milwaukee County Zoo

I. INTRODUCTION

Milwaukee County Zoo (Client or County) is seeking proposals from experienced agencies (Consultant) for the development, production and administration of an advertising campaign to enhance the Milwaukee County Zoo's image and highlight major exhibits and events throughout the year.

II. BACKGROUND

The Milwaukee County Zoo is Wisconsin's number one single tourist attraction drawing over 1.3 million visitors each year. The Zoo is a family attraction that entertains and educates its visitors. It is the Zoo's desire to maintain its position as the state's number one family attraction and reach its goal of attracting 1.35 million visitors on a yearly basis.

III. GENERAL SCOPE OF WORK

Under the direction of the Public Affairs and Services Director as well as the Zoo Director, the agency will develop a campaign to help increase attendance at the Zoo by building public awareness in various markets throughout Wisconsin, Northern Illinois and other areas as determined. This will be accomplished by using an agreed upon combination of media.

Media planning and placement will be coordinated by the agency and approved by Public Affairs staff. Actual advertising costs will be billed directly to the Milwaukee County Zoo; therefore there will be no agency commission. Media placement will be done within the contract price.

Other services, such as web development, research and mailing list development may be requested.

IV. CONSULTANT SELECTION CRITERIA

The agency will be evaluated by a committee of five individuals with knowledge of the proposal requirements and familiarity with the Zoo. The evaluation may include an interview with top scoring finalists. An award, however, may be made without an interview.

The evaluation and selection of an agency will be made based on the following criteria:

- A. Qualifications of the firm and creative staff for the type of work required for the advertising program.
- B. Level of previous experience in creating advertising campaigns. Demonstrated experience with travel or tourism related accounts. Appropriate client references for work performed on similar projects.
- C. Proposed approach to the Zoo's advertising program, i.e. strategies to be used and rationale for proposed program, work plan for implementation, etc. Overall quality of the proposal with regard to the agency's understanding of the Zoo's goals.
- D. Reasonableness of fees. Proponent must be aware that all services requested and proposed must be accomplished within the contract amount. Proponent should make this evident when listing fees. Proponent must recognize that this is not a "bid" procedure and the contract will not be awarded solely on the basis of proposed fees.
- E. Disadvantaged Business Enterprise (DBE) involvement: Proponent must acknowledge that they are willing to subcontract 17% of the contract amount to a DBE vendor certified by Milwaukee County

Disadvantaged Business Enterprise Program

It is the desire of Milwaukee County to encourage the use of disadvantaged business enterprises (DBEs). The successful proposer shall comply with Milwaukee County Ordinance 56.30, which has a goal of seventeen percent (17%) participation of certified Disadvantaged Business Enterprise (DBE) firms on all professional service contracts. In accordance with the provision, the successful proposer shall ensure that DBEs have the maximum opportunity to participate in this project/contract. Proposers must submit a Commitment to Subcontract to DBE Firms form (Attachment A) or a DBE Utilization Plan in their proposal including, but not limited to, the following information:

- a. Name(s) of DBE(s) firm(s) being considered for utilization.
- b. Description of services that will be provided by the DBE(s).
- c. Dollar amount of the work assigned to the DBE(s).

The County reserves the right to give credit to the proposer that submits the best DBE Utilization Plan. The successful proposer shall be monitored by the CBDP Division of compliance.

DBE Participation: Each prime consultant/service provider is expected to utilize DBE firms to a minimum of 17% of the total contract or, as deemed applicable by the County to utilize DBE(s) when subcontracting. DBE participation of this contract shall be evidenced by the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS) form. Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

The County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Division.

For a list of certified DBEs, call the Community Business Development Partners (CBDP) office at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the CBDP office at (414) 278-5248.

V. BUDGET

The total budget available to the agency for fees, creative, production and media placement service is \$60,000 per calendar year. A separate budget for actual placement will be made available to the agency, but billed directly to Milwaukee County Zoo.

VI. TERMS OF AGREEMENT

The agency will be retained for twenty-four (24) months, beginning on or about March 1, 2009, with the Client having the option to extend the contract for two additional twelve (12) month periods (Zoo budget is subject to annual approval by the County Board). The contract will provide for cancellation by either party upon fifteen (15) days notice.

VII. COUNTY RESERVATION

The County reserves the right to reject any and all proposals or to waive any informalities in any proposal which will be at the sole judgment of the County, and also reserves the right not to make an award.

At any time, from time to time, whenever the County deems appropriate, the County may, upon reasonable written notice, make a reasonable alteration, change, modification, addition, and/or deletion to any term, condition, criteria, requirement, time frame, and/or other specification of the Request for Proposal and/or aspect related thereto.

VIII. PREPARATION OF PROPOSAL

Proposal should include all requested information as outlined in the "Selection Criteria" section and be prepared in sufficient detail to evaluate the agency's understanding of the scope of the project. The proposal must contain:

Client references, including contact name and telephone numbers.

Background information on the firm that illustrates sufficient experience to successfully create a campaign.

Explanation of fees that illustrates that the agency can accomplish the objectives within the contract amount.

Attachment B: "Commitment to Subcontract with DBE Firms," filled out and attached to proposal.

FAILURE TO PREPARE PROPOSALS IN REQUESTED FORMAT WILL BE CONSIDERED REASON FOR REJECTION.

Six (6) copies of the proposal must be received no later than 4 p.m., CST, February 2, 2009 in a sealed envelope at the Milwaukee County Courthouse. Envelopes should be clearly marked as follows:

Milwaukee County Clerk
Room 105, Courthouse
901 N. 9th Street
Milwaukee, WI 53233
Proposal for Advertising Services, Milwaukee County Zoo
Attention: Laura Pedriani

IX. CONTRACT

Attached is a draft contract that includes covenants and provisions that are required to be performed by the contractor. Proponents should review the contract and its requirements in preparing responses to the Request for Proposal.

X. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

In the performance of work under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Consultant's work force, where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, but in either event, Contractor shall be ineligible to bid on any future Agreements let by County.

XI. COUNTY'S RIGHT TO AUDIT

Consultant shall permit the authorized representative of County, after reasonable notice, to inspect and audit all data and records of Consultant related to carrying out this contract for a period of up to three years after completion of the Contract.

COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____ DBE Goal: _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ (Phone No. _____) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative Print/Type Name of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public State of _____, My Commission expires _____

[SEAL]

CDBP APPROVAL:

Signature Date

* Exclude all allowances
** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CDBP USE ONLY: (A) \$ _____
(V) \$ _____ Total % _____

* Exclude all allowances
** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

CDBP APPROVAL:

Signature Date

**MILWAUKEE COUNTY ZOO
ADVERTISING SERVICES CONTRACT**

This Agreement between Milwaukee County (hereinafter COUNTY), a Wisconsin municipal body corporate represented by Charles Wikenhauser, Zoo Director, and _____ (hereinafter CONTRACTOR) is entered into on this day, _____.

This Agreement shall commence upon acceptance by the COUNTY and terminate 24 months later upon completion of the assignment on February 28, 2011.

The Milwaukee County Zoo would have the option to extend this contract for a 24-month period beginning March 1, 2011.

CONTRACTOR shall be compensated based by the COUNTY upon the CONTRACTOR'S estimated costs. Any significant changes in estimated costs (based on changes in the assignment) will be pre-approved by the COUNTY prior to proceeding, but shall not exceed \$100,000 (this amount may vary due to budget changes).

All materials prepared for the COUNTY will be submitted for approval prior to production. The CONTRACTOR shall be responsive and responsible to the Zoo Public Affairs & Services Director or designee.

The COUNTY reserves the right to demand any reports it believes necessary to document the services performed. The COUNTY reserves the right to audit all records of the CONTRACTOR relating to the services performed under this agreement. The CONTRACTOR shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of CONTRACTOR related to carrying out the contract for a period of up to three years after completion of the Contract.

In the performance of work under this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap.

**PROFESSIONAL SERVICE CONTRACTS
DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION SPECIFICATIONS**

The CONTRACTOR shall comply with Milwaukee County Ordinance 56.30, which was a goal percentage of (17%) participation of certified Disadvantaged, Minority and/or Women Business Enterprise (D/M/WBE) firms on all professional service contracts. In accordance with this provision, the CONTRACTOR shall ensure that D/M/WBEs have the maximum opportunity to participate in this project/contract. CONTRACTOR must submit a D/M/WBE Participation Form or an D/M/WBE Utilization Plan with the following information:

1. Name(s) of D/M/WBE(s) firm(s) being
2. Description of services that will be provided by the D/M/WBE(s)
3. Percentage of the work assigned to the D/M/WBE(s). Also, include dollar amount.

The CONTRACTOR shall submit to the DBD Division accurate and timely D/M/WBE Utilization reports as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the COUNTY, including those listed in the following paragraph.

When evaluating the performance of this CONTRACTOR, Milwaukee County reserves the right to conduct compliance reviews and request, both from the CONTRACTOR and D/M/WBE sub-consultant, documentation that would indicate level of compliance. If the CONTRACTOR is not in compliance with the specifications, the COUNTY will notify the consultant in writing of the corrective action that will bring the consultant into compliance. If the consultant fails or refuses to take corrective action as directed, or fails to meet the D/M/WBE participation requirement, Milwaukee County may take one or more of the actions listed below.

1. Terminate or cancel the contract, in whole or in part.
2. Remove the CONTRACTOR from the list of qualified consultants and refuse to accept future proposals for a period not to exceed three (3) years.
3. Impose other appropriate sanctions.

The COUNTY reserves the right to waive any of these specifications when it is in the best interest of the COUNTY and with the concurrence of the DBD Division.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless, the COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by any wrongful, intentional, or negligent acts or omissions of the CONTRACTOR, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. COUNTY agrees to pre-approve copy and visuals prior to production and hold CONTRACTOR harmless for any omissions or negligent acts made by any agent of the COUNTY. The COUNTY agrees to pay any costs associated with original production stemming from these omissions or acts, as well as any alterations requested by the COUNTY.

In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees, and agents for any claims that may arise out of COUNTY'S negligence for acts, policies, or directives that affect the activities covered by this agreement.

The CONTRACTOR agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employers liability and business insurance covering general liability and automobile coverage in the following minimum amounts.

Type of Coverage

Minimum Limits

Wisconsin Worker's Compensation
or Proof of All States Coverage

Statutory

Employer's Liability

\$100,000/\$500,000/\$100,000

Consultant/Contractor Errors and Omissions

Copy of policy provisions, exclusions, grant coverage, discovery clauses, coverage trigger must be included in proposal submission. Names of carrier, type of carrier, i.e., captive risk retention group, purchasing group and any self-insured retention must be disclosed. Certificate of Insurance must also be submitted prior to work commencement by successful Consultant. Premium disclosure is not required.

Professional Liability

\$1,000,000 Per Occurrence

Comprehensive General Liability

Minimum limits

Bodily Injury & Property Damage
(Incl. Personal Injury, Fire Legal &
Contractual & Products/Completed
Operations)

\$1,000,000 per Occurrence
\$1,000,000 General Aggregate

This is not an exclusive Agreement: COUNTY reserves the right to use other providers of the same services as set forth in paragraph 1 above if the COUNTY determines at its sole discretion to be in its best interest to do so.

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between the COUNTY or its successors or assigns and CONTRACTOR or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the CONTRACTOR is at all times acting and performing as an INDEPENDENT CONTRACTOR, duly authorized to perform the acts required of it hereunder.

The CONTRACTOR may assign or subcontract out components of the assignment under this Agreement without the prior approval of the COUNTY.

The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.

The CONTRACTOR agrees to be bound by MILWAUKEE COUNTY'S CODE OF ETHICS which states in relevant part: A No person may offer to give to any County officer or employee or his

immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby.

TERMINATION: This Agreement may be terminated by either party furnishing a 15 day notice of termination to the other party.

IN WITNESS WHEREOF, the parties to this agreement have caused this AGREEMENT on the day, month, and year first above written.

WITNESS:

MILWAUKEE COUNTY

By _____

By _____

Date

Date

WITNESS:

CONTRACTOR

By _____

By _____

Date

Date

Approved as to form and
Independent Contractor
Status by Corporation Counsel

Reviewed by County's Risk Manager

By _____

By _____

Date

Date