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Phone 954-201-7401
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www.broward.edu

BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: March 31, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
North Campus - Bldg. 46/Room 152
1000 Coconut Creek Boulevard
Coconut Creek, FL

Subject: Agenda Item VII-E - One-Year Renewal of Mad 4 Marketing contract

Brief Description:

This recommendation is for the third and final one-year renewal of the Mad 4 Marketing (formerly Inter-Media) five-year contract for advertising, publications and marketing research services for the college. Mad 4 Marketing has produced award-winning campaigns during the past four years with 10 regional and state awards which include an FACC Exemplary Practice Award of Excellence, a CASE award for television advertising, and two Silver Addys from the Advertising Federation of Greater Fort Lauderdale. In addition, when our advertising budget was cut by two-thirds, and we still needed to announce our change to a Level II institution as well as our new baccalaureate and online degrees, and continue our enrollment messaging, they provided cost-effective guerilla advertising tactics that were in sync with our enrollment management messages and communications to our audiences.

Benefit to BC:

Our general enrollment growth in our AA, AS, baccalaureate, and online degree programs is I believe, in part a result of the synergistic partnership which Mad 4 Marketing, Public Relations, Enrollment Management and E-Learning have developed. The transition from the "Define yourself." campaign to the "New name. New online degrees. New bachelor's degrees." campaign kept our graphic identity and was seamless and well-timed with all partners' participation.

Relationship to College Master Plan:

This contract serves to assist in implementing Goal #9 of the Broward College Education Master Plan -- "Communicate the role of the college in the community by coordinating consistent messages that reflect the values and goals of the Education Master Plan and generate awareness of the college and its programs." and Strategy #4 "Quality Improvement/Community Image."

Board Agenda Approved: _____
Date: March 31, 2009

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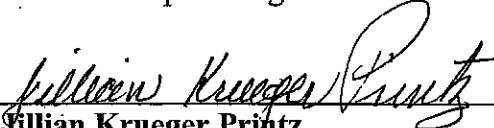
**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: **President** Date: _____
From: **Special Assistant to the President for Public Relations**
Subj: Final one-year renewal for Mad 4 Marketing (formerly InterMedia) contract

Issue: Request approval for the final one-year renewal for advertising services with Mad 4 Marketing (formerly InterMedia) for the period beginning July 1, 2009 through June 30, 2010.

Background/Analysis: Early in 2005, an RFP was sent out for advertising, publications and marketing research services for the college. Mad 4 Marketing submitted a proposal and was selected as the top-ranked company by the Evaluation Committee to provide these services. Mad 4 Marketing was awarded an initial two-year contract with three additional one-year renewals. This is the final renewal of the contract. The renewal request is based on the outstanding services that Mad 4 Marketing has provided to the college and showing creative ingenuity and flexibility in working with a significantly reduced budget.

Fiscal Impact: \$45,000.00 plus 15 percent of advertising placements. A Waiver of Bid for advertising placements and production for FY 2010 will be presented to the Board of Trustees in June based upon budget dollars allocated for this effort.


Jillian Krueger Prutz
Special Asst. to the President for PR

President J. David Armstrong, Jr.

Staff Position:

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

___ Providing high quality educational programs	<u>xx</u> Providing high quality services
___ Providing for affordability to a diverse community of learners	<u>xx</u> Providing for accessibility to a diverse community of learners
___ Commitment to student achievement	<u>xx</u> Commitment to lifelong learning
___ Commitment to academic excellence	___ Providing use of current technology

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

This contract supports the college's commitment to open access by sustaining the gains we have made in expanding the number of touch points where we provide information to our diverse community members while maintaining the highest ethical standards.

Minority Firm: Yes xx No ___ N/A ___ **Broward Firm: Yes xx No ___ N/A ___**

AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of June, 2005, by and between

Broward Community College
(hereinafter referred to as "BCC"),
whose principal place of business is
111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301

and

Mad 4 Marketing, Inc. d/b/a InterMedia
(hereinafter referred to as ("InterMedia")),
whose principal place of business is
5203 NW 33rd Avenue, Fort Lauderdale, Florida 33309

WHEREAS, InterMedia hereby agrees to furnish Advertising, Publications, and Marketing Research services to BCC as referred to in RFP #805-006.

WHEREAS, InterMedia has submitted a proposal in response to RFP #805-006 (hereinafter referred to as "PROPOSAL") incorporated herein by reference, which has been selected by the Evaluation Committee as the top-ranked proposer to provide services as detailed herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

BCC and InterMedia are referred to collectively herein as the "Parties."

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

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ARTICLE 2 - TERMS OF AGREEMENT

2.01 **Order of Priority.** This agreement amends the RFP only in the particulars stated herein; and, both parties agree to be bound by all terms and conditions of RFP #805-006 unless specifically amended herein. In the event of a conflict between the documents the parties agree that the order of priority shall be as follows:

- First: This agreement, including any and all attachments hereto, then
- Second: Addendum to RFP, then
- Third: RFP, then
- Fourth: Proposal

2.02 **Contract Period:** This two year agreement will take effect on July 1, 2005 and terminate June 30, 2007, and is subject to three (3) additional one (1) year periods based on performance review and other criteria established for awarding the contract.

2.03 **Scope of Services:** The purpose of this agreement is to secure Advertising, Publications, and Market Research Services as identified in RFP #805-006. For each engagement, InterMedia shall submit a detailed letter of engagement identifying specific service(s) to be performed. Work may not commence until such time as a purchase order is released for said services.

2.04. BCC may terminate in whole, or in part, any purchase orders resulting from this agreement when such termination is in the best interest of BCC as determined by BCC. Should termination of purchase orders occur BCC shall be liable only for payment of services rendered prior to the effective date of termination.

2.05. For the duration of this agreement as set forth above, InterMedia shall guarantee the following costs as set forth herein:

Specific rates for services will be as follows:

Position

Creative Director	\$125.00 per hr.
Art Director/Layout	\$100.00 per hr.
Copywriter	\$ 90.00 per hr.
Production Artist	\$ 85.00 per hr.
Audio/Video/Print Prod. Supervision	\$ 80.00 per hr.
Vendor/Supplier Liaison	\$ 80.00 per hr.

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Principals/Senior Account Service	\$125.00 per hr.
Account Executive	\$ 90.00 per hr.
Market Research Director	\$125.00 per hr.
Publicity/Public Relations – Senior AE	\$125.00 per hr.
Publicity/Public Relations – Support	\$ 75.00 per hr.
Traffic Coordination & Mgmt.	\$ 65.00 per hr.
Administrative/Clerical	\$ 45.00 per hr.
Technology Project Management	\$150.00 per hr.
Web Design/Development	\$ 75.00 per hr.
Database Design/Development	\$100.00 per hr.
Wireless Application Development	\$100.00 per hr.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **Termination.** This agreement may be canceled in whole or in part by either party by giving sixty (60) days prior notice in writing to the other party. Any such notice or demand hereunder by either party to the other shall be affected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated forty-eight (48) hours after mailing. Mailed notices shall be addressed to the business address as designated by or as set forth in this agreement, but each party may change the address by written notice in accordance with this paragraph.

3.02 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney’s fees for non-compliance with that law.

3.03 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence (RFP #805-006), conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.04 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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3.05 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.06 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.07 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.08 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, each party hereby expressly waives any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

3.09 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.10 **Assignment and Subcontracting.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from BCC. Subcontracting will not be allowed without the prior written consent of BCC.

3.11 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other

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matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.12 **Place of Performance.** All obligations of BCC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.14 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To BCC: Ms. Jillian Kruger Printz
Special Assistant to the President-Public Relations
Broward Community College
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

With a Copy to: Mr. Alex Denis
AVP Procurement Services
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

To InterMedia: Ms. Christine Madsen
President
5203 NW 33rd Avenue
Fort Lauderdale, Florida 33309

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3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

For InterMedia	For BCC
<hr/> SIGNATURE DATE	<hr/> SIGNATURE DATE
<u>Ms. Christine Madsen, President</u> PRINT NAME/TITLE	<u>Dr. Larry Calderon, President</u> PRINT NAME/TITLE
Attest:	Approved as to Form and Legality:
<hr/> SIGNATURE DATE	<hr/> SIGNATURE DATE
<hr/> PRINT NAME/TITLE	<u>Jack Latona, College Attorney</u> PRINT NAME/TITLE

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March 9, 2009

Employee Composition

Total number of employees: 12

Hispanic: 2

16 % Minority

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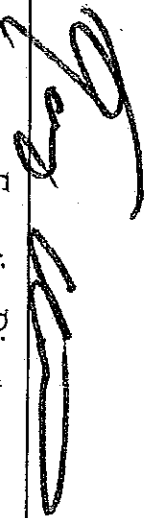
State of Florida

*Minority Business Enterprise
Certification*

Mad 4 Marketing

is certified as a Minority Business Enterprise under
the provisions of Chapter 287, Florida Statutes for
a one year period from:

July 17, 2008 to July 17, 2009


Executive Director

Florida Department of Management Services
Office of Supplier Diversity

Office of Supplier Diversity * 4050 Esplanade Way, Suite 380 * Tallahassee, FL 32399-0950 * 850.487.0915 * www.osd.dms.state.fl.us

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