

Solicitation GEN2116476P1

Advertising Agency Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid GEN2116476P1 Advertising Agency Services

Bid Number GEN2116476P1
Bid Title Advertising Agency Services

Bid Start Date Feb 1, 2019 3:25:33 PM EST
Bid End Date Mar 20, 2019 5:00:00 PM EDT
Question & Answer End Date Feb 27, 2019 5:00:00 PM EST

Bid Contact Carolyn Messersmith
954-357-5857
cmessersmith@broward.org

Bid Contact Latoya Clark
Purchasing Agent
Purchasing
954-357-6009
lclark@broward.org

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for Not Applicable
Pre-Bid Conference Feb 8, 2019 12:00:00 PM EST
Attendance is optional
Location: A pre-submittal conference will be held via a conference call.

Call-in number:
954-357-5482

Participation in this pre-submittal conference call is optional.

This information session presents an opportunity for vendors to clarify any concerns regarding the solicitation requirements. The vendor is cautioned that, although the pre-submittal conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have participated in the conference call.

Bid Comments **Scope of Work:**
The County is seeking a firm to provide creative brand development services, production services, media planning, including buying and designing strategic marketing campaigns for the Greater Fort Lauderdale Convention & Visitors Bureau (GFLCVB), as well as project-specific work for the Aviation Department (Airport), Port Everglades Department (Port), and Parks and Recreation.

NOTE: PRICE IS A MATTER OF RESPONSIVENESS- FAILURE TO SUBMIT PRICING, AS STATED IN THE SPECIAL INSTRUCTIONS TO VENDORS, WILL RESULT IN A FINDING OF NON-RESPONSIVENESS.

Goal Participation:
This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer

to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

Questions and Answers:

The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bidsync. The County is not obligated to respond to any project specific questions received after the listed deadline. Vendors must submit questions through the Question and Answer Section (available in BidSync).

Submittals:

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means.

Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Added on Feb 25, 2019:

Be advised of the following:

Unless otherwise stated, words in ~~strike through~~ type are deletions from existing text and words in **bold and underlined** type are additions to existing text.

Refer to Addendum No. 1:

Scope of Services has been revised and replaced in its entirety.

Added: In reference to Question No. 23, the FY2019 Master Tradeshow Calendar has been added to the RFP.

Addendum # 1

New Documents	Scope of Services, GEN2116476P1 Addendum No. 1.pdf FY2019 Master Tradeshow Calendar, Addendum No. 1.pdf
Removed Documents	Scope of Services, GEN2116476P1.pdf

Addendum # 2

Previous End Date	Mar 1, 2019 5:00:00 PM EST	New End Date	Mar 13, 2019 5:00:00 PM EDT
Previous Q & A End Date	Feb 15, 2019 5:00:00 PM EST	New Q & A End Date	Feb 27, 2019 5:00:00 PM EST

Addendum # 3

Previous End Date	Mar 13, 2019 5:00:00 PM EDT	New End Date	Mar 20, 2019 5:00:00 PM EDT
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Item Response Form

Item **GEN2116476P1--01-01 - Flat Fee Services - Year 1**
Quantity **12 month**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Broward County
115 S. Andrews Ave., Room 212
Ft. Lauderdale FL 33301
Qty 12

Description

The Flat Fee Services compensation, paid on a monthly basis, per Scope of Services, Flat Fee Services includes all Services associated with media ad buys where the cost of the purchased media is up to Four Million Dollars (\$4,000,000) cumulatively during any Fiscal Year. Excludes Optional Services and Commissioned Media Services.

Refer to Evaluation Criteria and Standard Instructions to Vendors. The County may negotiate pricing as in its best interest.

Each proposer **MUST** submit their pricing electronically through BidSync. It is the proposer's sole responsibility to complete, electronically sign, submit and confirm pricing through BidSync.

Item **GEN2116476P1--01-02 - Flat Fee Services - Year 2**
Quantity **12 month**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Broward County
115 S. Andrews Ave., Room 212
Ft. Lauderdale FL 33301
Qty 12

Description

The Flat Fee Services compensation, paid on a monthly basis, per Scope of Services, Flat Fee Services includes all Services associated with media ad buys where the cost of the purchased media is up to Four Million Dollars (\$4,000,000) cumulatively during any Fiscal Year. Excludes Optional Services and Commissioned Media Services.

Refer to Evaluation Criteria and Standard Instructions to Vendors. The County may negotiate pricing as in its best interest.

Each proposer **MUST** submit their pricing electronically through BidSync. It is the proposer's sole responsibility to complete, electronically sign, submit and confirm pricing through BidSync.

Item **GEN2116476P1--01-03 - Flat Fee Services - Year 3**
Quantity **12 month**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Broward County
115 S. Andrews Ave., Room 212
Ft. Lauderdale FL 33301
Qty 12

Description

The Flat Fee Services compensation, paid on a monthly basis, per Scope of Services, Flat Fee Services includes all Services associated with media ad buys where the cost of the purchased media is up to Four Million Dollars (\$4,000,000) cumulatively during any Fiscal Year. Excludes Optional Services and Commissioned Media Services.

Refer to Evaluation Criteria and Standard Instructions to Vendors. The County may negotiate pricing as in its best interest.

Each proposer **MUST** submit their pricing electronically through BidSync. It is the proposer's sole responsibility to complete, electronically sign, submit and confirm pricing through BidSync.

SCOPE OF SERVICES

1. Project Overview

Contractor shall provide creative brand development services, production services, media planning, including buying and designing strategic marketing campaigns for the Greater Fort Lauderdale Convention & Visitors Bureau (GFLCVB), as well as project-specific-work for the Aviation Department (Airport), Port Everglades Department (Port), and Parks and Recreation (operated under separate budgets). Project-specific work for the Port, Airport, and Parks and Recreation will be separately determined and authorized as needed. Additional County departments or divisions may be added by County at any time upon written notice by the GFLCVB Contract Administrator, which notice shall specify the Contract Administrator and any applicable budget limitations for that department or division.

2. Services Description

Contractor shall provide Flat Fee Services (as described below) on a due course basis without the requirement of specific written authorization from the GFLCVB for the Flat Fee Services payment per Section 5.1 of the Agreement. The Flat Fee Services include all Services associated with media ad buys where the cumulative Fiscal Year cost of the purchased media is up to Four Million Dollars (\$4,000,000).

In addition, Contractor shall provide Commissioned Media Services consisting of media ad buys where the cumulative Fiscal Year cost of purchased media is in excess of Four Million Dollars (\$4,000,000). Commissioned Media Services may only be undertaken after Contractor receives a fully executed Work Authorization, followed by a Notice to Proceed.

Contractor must provide Services that maximize revenue generation for Greater Fort Lauderdale's tourism industry, Airport, and Port.

3. Managerial Approach

Contractor will ensure that the persons responsible for Contractor's performance of the Services under this Agreement and, to the extent applicable (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

4. Communication & Reports

Contractor shall provide such periodic reporting as may be requested by any Contract Administrator.

5. Flat Fee Services

Contractor shall provide the following Flat Fee Services:

A. Brand Strategy and Creative Services:

1. Development of a research-based brand and marketing and advertising creative strategy for both the domestic and international markets and provide recommendations.
2. Development and production of results-driven marketing and advertising creative to support overall media and brand strategy.
3. Design and graphics services, including the creation and implementation of original creative, designs, artwork, layout and design templates, typography and illustrations, photography and other related elements that present a consistent brand for print, TV, out-of-home (billboards), email, social media, apps and online advertising.
4. Editorial services including copywriting, fact-checking, proofreading and editing of all materials placed or handled by Contractor.
5. Production services necessary to create promotional materials from concept to final format, including those required for relevant media and added value placements and delivery to media vehicles as required.
6. Supervision of photography and video production (including overseeing the direction of photo and video shoots and creative asset selections).
7. Project management related to production work.
8. Development and production of the Annual Marketing Communications Plan in a manner and format approved by County.
9. Collateral projects including copy, design, production, studio services, Contractor selection and management (as required) and print production management (including attending press checks when required). Collateral projects to include annual vacation guide, meetings guide, Superior Small Lodging directory, Visitors Map brochure and others as needed.
10. Maintain digital vacation planner and meeting planner brochures making updates as necessary on multiple platforms for optimal user experience.

11. Implement a monthly email marketing program including the creation and deployment of newsletters for leisure and group sales audiences, with a goal of open rates and Click Through Rates (i.e., the percentage of people visiting a web page who access a hypertext link to a particular advertisement) that meet and exceed industry standards.
12. Develop a content marketing strategy to deploy across a variety of platforms including digital content design, programming and production; this may also include mobile app design and development.

B. Account Maintenance:

1. Delivery of all native and finished layered photoshop files to County, upon request, including Airport, Port, and Parks.
2. Assist in the management of all County digital assets including photo library, video footage and delivery of media-related assets such as reader response forms, etc.
3. Conduct weekly status calls/in-person meetings with GFLCVB internal marketing team and partner agencies (social, public relations, and global representation firms) regarding all active projects, and maintain highly responsive email and phone communications. These weekly status calls/in-person meetings are non-billable and included in the Flat Fee Services, but do not apply towards the calculation of any Flat Fee Differential as defined in the Agreement.
4. Attend stakeholder meetings, such as the Tourist Development Council ("TDC") and the Marketing Advisory Committee ("MAC"), and others hospitality and industry meetings as needed.
5. Compile monthly reports including analytics of the impact of executed media strategies and tactics, as well as provide recommendations for improvement for all Key Performance Indicators and generate custom reports and analytics, as needed.
6. Create, produce and participate in presentations to County boards and committees, partners or other groups as requested and needed.
7. Complete monthly billing with all appropriate back-up documents, including detailed time sheets, media proof of performance and detailed invoices (including pre-approved reimbursables), original line item receipts and comprehensive billing recap including projections through end of the Fiscal Year.
8. Purchase unique specialty items for promotional purposes.
9. Special projects including design and production of support materials and tradeshow elements including displays.

10. Design and conduct quantitative and qualitative market research, survey and annual reports as requested.
11. Compile and submit award applications for top associations in marketing and tourism.

C. Media Planning

1. Develop and execute a comprehensive, strategic, research-based, integrated, and evolving mixed media annual media plan targeting key audiences and market segments in both domestic and international regions (in consultation with Global Representation Firms, retained by the CVB). Recommend appropriate media channels, including digital, email, print, TV, radio and out of-home, and to adhere to specific goals.
2. Create and implement a comprehensive co-op media plan with broad-based participation (with hotels and other tourism attractions, e.g. print, digital, radio, vacation planner, etc.). Contractor will secure creative assets, ad sales and recruitment, billing and collection of partner contributions and reporting of leads.
3. Monthly digital reporting and analysis of all advertising including optimization recommendations. Provide Return on Investment insights with measurable results including: 1) Increase in visitors to GFLCVB website and/or digital vacation planner; 2) Increase in awareness and intent to visit Broward County (i.e. searches for flights and hotels, as well as bookings); 3) Monthly budget reviews, media verification and invoicing; 4) Audit all media buys for accuracy and provide proof of performance including tear sheets, photo sheets, screenshots and run reports, and ensure “make good accommodations” as necessary.
4. Optimize media buys on an ongoing basis to control the effectiveness of advertising and impact spend, evaluating new media opportunities and determining efficient and effective media mix.
5. Negotiate across all media channels, obtaining competitive pricing, with a strong focus on leveraging strategic added value (ideally at least 50% of net media buy, e.g. advertorials, targeted emails, etc.).
6. If requested by County and subject to prior written approval as to each media buy, media buys cumulatively up to Four Million Dollars (\$4,000,000) each Fiscal Year. After securing all required approvals and before completing the media buy, Contractor will notify the Contract Administrator of the intended media buy to verify it conforms with what was originally approved and to secure a written Notice to Proceed.

Contractor may not mark-up expenses associated with any media buy up to the \$4,000,000 amount cumulatively each Fiscal Year provided in this section as all costs (other than the actual charges by the media outlet where the advertising will be run) are included in the Monthly Flat Fee.

6. Commissioned Media Services

If requested by the applicable Contract Administrator(s) and subject to fully executed Work Authorizations and subsequent Notices to Proceed as to each media buy, media buys cumulatively in excess of Four Million Dollars (\$4,000,000) for the cost of the purchased media, during each Fiscal Year. After securing all required approvals and before completing the media buy, Contractor will notify the Contract Administrator of the intended media buy to verify it conforms with what was originally approved and to secure a Notice to Proceed.

7. Optional Services

Optional Services includes any other related services (other than Flat Fee Services or Commissioned Media Services) deemed by County necessary to the successful implementation of the GFLCVB advertising program to promote the destination or any aspect of the destination, or for Aviation, Port, or Parks, relating to the County's advertising program.

All such additional services shall require execution of an appropriate Work Authorization setting forth the specific services to be provided and the cost and timing. Optional Services for GFLCVB may only include Initial Branding Services and Adverse Impact Services (as defined below) and will be limited by the not-to-exceed amounts set forth in the Agreement, Section 5.2. Initial Branding Services and Adverse Impact Services include strategy and media-implementation plans (excluding costs of media buys).

- A. Initial Branding Services: Services relating to the development, implementation, and publication of new branding for the GFLCVB.
- B. Adverse Impact Services: Services relating to a unique occurrence impacting the South Florida area that has a significant material adverse impact on tourism in Broward County (e.g. post-hurricane, regional public health crisis, etc.)
- C. **Social Media Services: Services relating to the creation and posting of organic content and engaging with users on social media. This is inclusive of developing and executing campaigns and daily organic content; providing twenty-four-hour monitoring of owned social media channels; and engaging with users quickly, accurately, and in the proper brand-voice. This Optional Service does not include paid social media promotions, which are instead considered a part of the Scope of Services in 5.C.1.**
- D. **Website Design Services: Services relating to developing and implementing a website that reflects new branding.**

Standard Instructions to Vendors

Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is

not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price/Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:
 - i. Rank shortlisted firms; or

- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the

Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.

3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a

solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and

the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Special Instructions to Vendors Advertising Agency Services

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness: |

1. Domestic Partnership Act Requirement

This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

2. Pricing:

Refer to Item Response Form. Pricing (Evaluation Criteria no. 6) must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements. |

B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility: |

1. Office of Economic and Small Business Development Program

|This solicitation has the following County Business Enterprise Goal: 6% CBE Goal (excluding direct media buys). Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed. |

C. Standard Agreement Language Requirements:

The Project Specific Agreement terms and conditions for this solicitation can be located at the following hyperlink, under "Project Specific" Agreements as Referenced By Solicitations Number, for RFP No. GEN2116476P1, Advertising Agency Services:

[http://www.broward.org/Purchasing/Pages/StandardTerms_copy\(1\).aspx](http://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx)

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code.

H. Project Funding Source - this project is funded in whole or in part by:

County Funds and Tourist Development Tax (TDT) Funds

I. Projected Schedule:

Initial Evaluation Meeting (Sunshine Meeting): **To be determined**

Final Evaluation Meeting (Sunshine Meeting): **To be determined**

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

J. Project Manager Information:

Project Manager: Anthony (Tony) Cordo, Vice President of Administration, Greater Fort Lauderdale Convention & Visitors Bureau

Email: acordo@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync; answers are posted through BidSync.

Evaluation Criteria	Total Points
Ability of Professional Personnel	
1) Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described, including staffing to support media planning and buying. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.	10
Project Approach	
2) Describe the prime Vendor's approach to the project (message platform, channel strategy, integration). Include how the prime Vendor will use subconsultants in the project.	15
<p>Provide a sample timeline, for the entire agreement term, demonstrating the process/work program the Vendor would use to fulfil the marketing mission of the GFLCVB; describe major milestones related to planning, production and other recommendations.</p> <p>Describe how the team would develop cost estimates and controls, indicating how they are updated, providing specific examples of successful recommendations implemented and cost containment strategies used to maintain project budget without sacrificing quality. Include the following:</p> <p>2.1. Creative Portfolio:</p> <ul style="list-style-type: none"> a. Provide samples of creative portfolio under agency's current management as a measure of creative capabilities and quality (include printed and digital collateral, out-of-home, broadcast). b. Provide tourism case studies that measure return on investment (ROI) on work developed under the agency's existing executive or creative management. <i>Note - no speculative creative work specific to GFLCVB will be considered in the RFP evaluation and ranking.</i> c. Provide explanations and samples of how the team approaches the development brand architecture for a destination or travel product. d. Provide explanations and samples of how the team approaches group sales marketing for a destination or travel product. <p>2.2. Account Management:</p> <ul style="list-style-type: none"> a. Indicate how the team will handle account management of the annual advertising budget, including creative production, digital production, and media placements. b. Indicate research, overall business intelligence and tourism industry knowledge specific to direct marketing organizations (DMOs) or a tourism product. 	10
	5

Evaluation Criteria	Total Points
<p>2.3. Media Planning and Buying:</p> <ul style="list-style-type: none"> a. Indicate how the team can leverage value-added opportunities. b. Indicate how the team would handle industry co-op advertising opportunities and leverage media buys and sponsorships. 	<p>10</p>
Past Performance Evidence of Knowledge and Experience	
<p>3) Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. If Vendor is submitting as a Joint Venture, then Joint Venture's experience shall include the experience of Joint Venture and each Joint Venture partner. Provide a minimum of three projects with references.</p> <p>Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <p>In addition to information requested on the Vendor Reference Verification Form, append the following information for each project/reference:</p> <ul style="list-style-type: none"> a. List Firm's project manager and other key professionals involved on the project/contract. b. Identify if the project included any of the following: <ul style="list-style-type: none"> i. Minority Demographic markets, including U.S. Domestic, African American, women owned, LGBT+ and Latino markets. ii. Provide description of the organization's services, creative portfolio examples, and specific account processes (e.g. contract structure, billing, communication protocols with vendor and client, etc.) iii. Indicate the company's specific expertise in integrated marketing communications. iv. Identify any examples of co-op advertising opportunities and leverage media buys and sponsorships provided under project/contract. 	<p>20</p>
Workload of the Firm	
<p>4) For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Identify any current or future clients with any potential conflicts of interest.</p> <p>Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.</p>	<p>5</p>

Evaluation Criteria	Total Points
Location (5 Points)	
<p>5) Refer to Vendor's Business Location Attestation Form and submit as instructed. A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.</p>	5
Price	
<p>6. Provide proposed monthly fee for Flat Fee Services for the Initial Term (three years). Refer to ITEM RESPONSE FORM. Proposed monthly fee (Flat Fee Services) must include all creative development fees, project management, copy writing, digital media and content strategy, media buying, etc. Price must be submitted, in BidSync, by the time of solicitation due date in order to be responsive to solicitation requirements.</p> <p style="text-align: center;">Points for price will be calculated as follows: (lowest proposed price/proposer's price) x 10 = Price Score</p>	10
Pricing Support	
<p>7. Provide an average monthly projection of level of effort, including a breakdown of the hourly fees by job classification, and total hours for each job classification, for the proposed project team, totaling to the Flat Fee Services by month (proposed in item no. 6).</p> <p>Provide Salary Rates for any positions not included in the Flat Fee Services that might be required in the provision of Optional Services, Adverse Impact Services, and Initial Branding Services.</p>	10
TOTAL NUMBER OF POINTS	100

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:

5
6
7. Office location responsible for this project:

5
6
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
 - ☐ Corporation (specify the state of incorporation):
 - ☐ Sole Proprietor
 - ☐ Limited Liability Company (LLC)
 - ☐ Limited Partnership
 - ☐ General Partnership (State and County Filed In)
 - ☐ Other - Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
 - a)
 - b)
 - c)
 - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:
 Title:
 E-mail:
 Telephone No.:

Name:
 Title:
 E-mail:
 Telephone No.:

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☐ No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☐ No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
18. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. ☐ Yes ☐ No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☐ No
20. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
21. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
- Living Wage had an effect on the pricing. ☐ Yes ☐ No
☐ N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- ☐ The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- ☐ The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- ☐ The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- ☐ The Vendor certifies that it has established a drug free workplace program in accordance with the above

requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- ☐ The Vendor certifies that this offer is made independently and free from collusion; or
- ☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- ☐ The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- ☐ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☐ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☐ If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

**Needs
Improvement**

Satisfactory

Excellent

**Not
Applicable**

1. Vendor's Quality of Service
 - a. Responsive
 - b. Accuracy
 - c. Deliverables
2. Vendor's Organization:
 - a. Staff expertise
 - b. Professionalism
 - c. Turnover
3. Timeliness of:
 - a. Project
 - b. Deliverables
4. Project completed within budget
5. Cooperation with:
 - a. Your Firm
 - b. Subcontractor(s)/Subconsultant(s)
 - c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: ☐ EMAIL ☐ VERBAL Verified by: _____ Division: _____ Date: _____

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- ☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- ☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name:

Date:

Title:

Vendor Name:

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

**Authorized
Signature/Name**

Title

Vendor Name

Date

Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The form is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation,

pregnancy, or gender identity and expression in the performance of this contract.

2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- ☐ There are no material cases for this Vendor; or
☐ Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text"/> Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

☐ No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"

☐ Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- ☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- ☐ The Vendor is a local Vendor in Broward County and:
- has a valid Broward County local business tax receipt;
 - has been in existence for at least six-months prior to the solicitation opening;
 - at a business address physically located within Broward County;
 - in an area zoned for such business;
 - provides services from this location on a day-to-day basis, and
 - services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- ☐ The Vendor is a local Vendor in Broward and:
- has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - has been in existence for at least one-year prior to the solicitation opening;
 - provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
 - the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address:

5

6

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

☐ The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract; and
6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on

the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

☐ Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name:

Vendor's address listed in its submittal is:

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Authorized Signature/Name	Title	Vendor Name	Date

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1					
2					
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes ☐ No ☐

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/ Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total					<input type="text"/>	

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

**Authorized
Signature/Name**

Title

Vendor Name

Date

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>.
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs

and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

1. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further

information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

4. **Consent to Search/Inspection:** The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

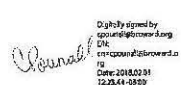
I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update

information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.

6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Project: Advertising Agency
Contract Manager: Sophia Jones

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS			
				Each Occurrence	Aggregate	
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000	 \$2,000,000	
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000		
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS		
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000		
<input type="checkbox"/> CYBER LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: _____ years *Maximum Deductible: \$10 k			
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: 2 years *Maximum Deductible: \$10 k			
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Contractor is responsible for <u>all</u> Deductibles.						
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			<div style="text-align: right;">  <small>Digitally signed by sophia@broward.fl.gov DN: c=US, o=Broward County, ou=Risk Management Division, cn=Sophia Jones Date: 2018.02.01 12:25:44 -0500</small> </div> <div align="center"> Risk Management Division </div>			

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Tradeshows, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
RCMA Regional Meeting	Montego Bay, Jamaica	Angella Lopez	OCT 2018	No	Multicultural
TEAMS Conference	Louisville	Saskia Fisher	OCT 2018		Sports
AAU Convention	Cleveland	Carol Hudson	OCT 2018		Sports
Intl Travel Agent Forum (Home Based TA East)	Cancun	Gonzalo Rubio	OCT 2018		Tourism Sales
Mark Travel Conference	Cancun	Gonzalo Rubio	OCT 2018		Tourism Sales
FIT Latin America	Buenos Aires, Argentina	Gabriel Martinez	OCT 2018		Tourism Sales
China Fort Lauderdale Sales Mission	Beijing & Shanghai, China	TBD	OCT 2018		Tourism Sales
Austin City Limits Music Festival	Austin	Noelle Stevenson	OCT 2018		Underground
OUTshine Film Festival	Fort Lauderdale	Noelle Stevenson	OCT 2018		Underground
Produced by NYC	New York	Noelle Stevenson	OCT 2018		Underground
IMEX America	Las Vegas	Gilbert Villard / Steve Aird / Dion James Ed Simon	OCT 2018	Yes	Group/Convention
FALL DC Client Event, Gold Cup Event & Appts	Washington, D.C.	Rosa Mendoza / Dion James	OCT 2018	Yes	Group/Convention
NE CVB Reps Events/ Fall Event	Philadelphia	Steve Aird	OCT 2018	No	Group/Convention
Tallahassee Society of Association Executives - Education Day	Tallahassee	Elena Gladstone	OCT 2018	No	Group/Convention
Great Bridal Expo	Fort Lauderdale	Anna Levin	OCT 2018		Weddings
WeTrade Colombia	Colombia, Venezuela	Richard Gray	OCT 2018	Yes	LGBT+
DEMA	Las Vegas	Dawson Pritchett	NOV 2018		Sports
Connect Faith - Conference & Appointment Show	Ontario, CA	Angella Lopez	NOV 2018	Yes	Multicultural
Jamaican Jerk Festival Promotion			NOV 2018	No	Multicultural
Cruise World	Fort Lauderdale	Caitlan Etchevers / Gonzalo Rubio	NOV 2018		Tourism Sales
National Tour Association	Milwaukee	Caitlan Etchevers	NOV 2018		Tourism Sales
Signature	Las Vegas	Caitlan Etchevers	NOV 2018		Tourism Sales
World Travel Market UK	London	TBD	NOV 2018		Tourism Sales
Caribbean Sales Missions	Bahamas	TBD	NOV 2018		Tourism Sales
Ecuador Mission	Ecuador	TBD	NOV 2018		Tourism Sales
International Emmy Awards	New York	Noelle Stevenson	NOV 2018		Underground
IFP & Underground Film Event with Independent Filmmakers	New York	Noelle Stevenson	NOV 2018		Underground
Tallahassee Client "Tailgate" Event	Tallahassee	Elena Gladstone	NOV 2018	Yes	Group/Convention
MPI Great Lakes - Annual Education Summit		Nora Gorman	NOV 2018		Group/Convention
ASAE Partner Conference		Ed Simon	NOV 2018	No	Group/Convention

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Tradeshows, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
14th Annual Pharma Summit	New Jersey	Steve Aird	NOV 2018	No	Group/Convention
VISIT FLORIDA's Florida Encounter		Elena Gladstone / Gilbert Villard	NOV 2018	No	Group/Convention
Association Executive Exchange		TBD	NOV 2018	No	Group/Convention
Conference Direct Partner Program		TBD	NOV 2018		Group/Convention
World Travel Market	London	Richard Gray	NOV 2018	Yes	LGBT+
NGLCC	Washington, D.C.	Richard Gray	NOV 2018	Yes	LGBT+
December Destination Preview	Fort Lauderdale	Angella Lopez	DEC 2018	No	Multicultural
National Coalition of Black Meeting Planners	New Orleans	Albert Tucker / Angella Lopez	DEC 2018	Yes	Multicultural
Winterfest Boat Parade Destination Preview	Fort Lauderdale	Sports Team	DEC 2018		Sports
Orange Bowl Semi Final Football Championship	Fort Lauderdale	Sports Team	DEC 2018		Sports
America's Cup Tour Operator Event	Las Vegas	TBD	DEC 2018		Tourism Sales
Expedia Partner Seminar	Las Vegas	Gonzalo Rubio	DEC 2018		Tourism Sales
X-LIVE Music	Las Vegas	Noelle Stevenson	DEC 2018		Underground
Focus Location Show	London	Noelle Stevenson	DEC 2018		Underground
Expo Expo! International Association of Exhibition Executives (IAEE) Annual Tradeshow		Elena Gladstone	DEC 2018	No	Group/Convention
CVB Reps.com Holiday Event		Rosa Mendoza / Dion James	DEC 2018	No	Group/Convention
VISIT FLORIDA - Marketing Committee Summit		Ed Simon	DEC 2018		Group/Convention
Association Executives of North Carolina- Annual Trade Show	North Carolina	Gilbert Villard	DEC 2018	No	Group/Convention
Stylistics Steppers Conference			JAN 2019	No	Multicultural
Religious Conference Mgmt - RCMA	Greensboro	Angella Lopez	JAN 2019	Yes	Multicultural
Tourism Day	Tallahassee	Carol Hudson	JAN 2019		Sports
Connect LGBT/Multicultural/Women Sports in Sports Summit	Fort Lauderdale	Sports Team	JAN 2019		Sports
AAA Vacations Midwest & Sales Mission	Columbus	Gonzalo Rubio	JAN 2019		Tourism Sales
Florida Huddle	Daytona	Caitlan Etchevers	JAN 2019		Tourism Sales
American Bus Assn	Louisville	Caitlan Etchevers	JAN 2019		Tourism Sales
FITUR	Madrid, Spain	TBD	JAN 2019		Tourism Sales
Spain Sales Mission	Spain	TBD	JAN 2019		Tourism Sales
NATPE	Miami	Noelle Stevenson	JAN 2019		Underground
Professional Convention Management Assn (PCMA)- Annual Meeting		Rosa Mendoza / Nora Gorman / Steve Aird Ed Simon	JAN 2019	No	Group/Convention
DC GFLCVB Quarterly Special Event	Washington, D.C.	Rosa Mendoza / Dion James	JAN 2019	No	Group/Convention
FL Wedding Expo	Fort Lauderdale	Anna Levin	JAN 2019		Weddings

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Tradeshows, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
Great Bridal Expo	Boston & NYC	Anna Levin	JAN 2019		Weddings
Atlantis	Los Angeles	Richard Gray	JAN 2019	Yes	LGBT+
Connect - Diversity	Birmingham	Angella Lopez	FEB 2019	Yes	Multicultural
Black History Month Promotion/Marketing			FEB 2019	No	Multicultural
Visit Lauderhill Sola Festival			FEB 2019	No	Multicultural
FIVB Beach Volleyball VIP Client Experience	Fort Lauderdale	Sports Team	FEB 2019		Sports
ANATO	Colombia	TBD	FEB 2019		Tourism Sales
Connect Travel	Orlando	TBD	FEB 2019		Tourism Sales
Colombia Sales Mission	Colombia	TBD	FEB 2019		Tourism Sales
NY/NJ Travel Agent Event	New York/New Jersey	Caitlan Etchevers	FEB 2019		Tourism Sales
North Carolina Sales Mission	North Carolina	Gonzalo Rubio	FEB 2019		Tourism Sales
Pollstar Music Conference / AEG	TBA	Noelle Stevenson	FEB 2019		Underground
LGBT Event promoting OUTshine Film Festival	TBD	Noelle Stevenson	FEB 2019		Underground
Chicago Sales Mission	Chicago	Nora Gorman	FEB 2019	Yes	Group/Convention
XSITE	Tallahassee	Elena Gladstone	FEB 2019	No	Group/Convention
NY Client Event	New York	Steve Aird	FEB 2019	Yes	Group/Convention
Association Management Company INSTITUTE Annual Meeting (AMC)		Steve Aird	FEB 2019	No	Group/Convention
Great Bridal Expo	New Jersey	Anna Levin	FEB 2019		Weddings
Great Bridal Expo	Miami	Anna Levin	FEB 2019		Weddings
Great Bridal Expo	Fort Lauderdale	Anna Levin	MAR 2019		Weddings
Jazz in the Gardens Destination Preview	Hollywood, FL	Angella Lopez	MAR 2019	No	Multicultural
Jazz in the Gardens			MAR 2019	Yes	Multicultural
World Congress of Sports	California	Carol Hudson	MAR 2019		Sports
AAA Vacations Northeast	Foxborough, MA	Gonzalo Rubio	MAR 2019		Tourism Sales
ITB Berlin	Germany	TBD	MAR 2019		Tourism Sales
Visit USA Italy	Italy	TBD	MAR 2019		Tourism Sales
South California Sales Mission (Cruise)	San Diego	Caitlan Etchevers	MAR 2019		Tourism Sales
Virginia Sales Mission	Virginia	Gonzalo Rubio	MAR 2019		Tourism Sales
Tour Connection NY	New York	Noelle Stevenson	MAR 2019		Underground
For the Love Music Festival	Fort Lauderdale	Noelle Stevenson	MAR 2019		Underground
SXSW Music Festival	Austin	Noelle Stevenson	MAR 2019		Underground

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Trade Shows, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
Destination Management Association International (DMAI)	Washington, D.C.	Rosa Mendoza / Dion James	MAR 2019	Yes	Group/Convention
Incentive Travel Exchange	Las Vegas	Gilbert Villard	MAR 2019	No	Group/Convention
NORTHSTAR Independent Planner Expo		TBD	MAR 2019	No	Group/Convention
Great Ideas Conference (ASAE)		Rosa Mendoza / Ed Simon	MAR 2019	No	Group/Convention
Society of Independent Show Organizers - CEO Summit		Steve Aird	MAR 2019	No	Group/Convention
MPI - MidAmerica (MAC) Conference - Northern Kentucky & Ohio Chapters	Kentucky & Ohio	Nora Gorman	MAR 2019	No	Group/Convention
VISIT FLORIDA - VIP Events	Chicago	Nora Gorman	MAR 2019	No	Group/Convention
PCMA Partner Conference		TBD	MAR 2019		Group/Convention
Convention Sales Professionals International (CSPI) Annual Conference		Rosa Mendoza	MAR 2019	No	Group/Convention
ITB	Berlin	Richard Gray	MAR 2019	Yes	LGBT+
Washington, D.C. Clients Event	Washington, D.C.	Angella Lopez	APR 2019	No	Multicultural
Tortuga Music Festival Sports Destination Preview	Fort Lauderdale	Sports Team	APR 2019		Sports
NASC	Knoxville	Carol Hudson / Saskia Fisher	APR 2019		Sports
ACES Conference	Colorado Springs	Carol Hudson / Saskia Fisher	APR 2019		Sports
MIC/ISL Barcelona	Barcelona	TBD	APR 2019		Sports
Seatrade	Miami	Caitlan Etchevers	APR 2019		Tourism Sales
Home Based Travel Agent Forum West	Las Vegas	Gonzalo Rubio	APR 2019		Tourism Sales
World Travel Market Brazil	Brazil	TBD	APR 2019		Tourism Sales
Cruise3sixty	Fort Lauderdale	Caitlan Etchevers / Gonzalo Rubio	APR 2019		Tourism Sales
Cruise One Training Seminar	Fort Lauderdale	Caitlan Etchevers	APR 2019		Tourism Sales
Visit USA Peru	Lima, Peru	Gabriel Martinez	APR 2019		Tourism Sales
Scandinavian Sales Mission	Scandinavia	TBD	APR 2019		Tourism Sales
Tour Connection NY	Los Angeles	Noelle Stevenson	APR 2019		Underground
Locations Managers Guild International Awards	Los Angeles	Noelle Stevenson	APR 2019		Underground
Tortuga Rock the Ocean Music Festival	Fort Lauderdale	Noelle Stevenson	APR 2019		Underground
Fort Rock Music Festival	Fort Lauderdale	Noelle Stevenson	APR 2019		Underground
DC GFLCVB Quarterly Special Event	Washington, D.C.	Rosa Mendoza / Dion James	APR 2019		Group/Convention
GA MPI Tech Summit		Gilbert Villard	APR 2019		Group/Convention
Potomac Chapter MPI - Derby Days	Washington, D.C.	Dion James / Rosa Mendoza	APR 2019	No	Group/Convention
VISIT FLORIDA - VIP Events		Steve Aird	APR 2019	No	Group/Convention
PCMA Education Foundation Partnership Summit		TBD	APR 2019	No	Group/Convention

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Tradeshows, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
XDP - (ASAE Springtime)		Rosa Mendoza / Dion James	APR 2019	Yes	Group/Convention
HELMSBRISCOE Partner Fair		Elena Gladstone / Nora Gorman	APR 2019	No	Group/Convention
IGLTA	NYC	Richard Gray	APR 2019	Yes	LGBT+
CHAT Energy Summit	Fort Lauderdale		MAY 2019	No	Multicultural
Connect Leadership Summit	Hawaii	Carol Hudson	MAY 2019		Sports
Florida Sports Foundation Summit	TBD	Carol Hudson / Saskia Fisher	MAY 2019		Sports
Sport Accord	TBD	Carol Hudson	MAY 2019		Sports
GTM West	Las Vegas	Caitlan Etchevers	MAY 2019		Tourism Sales
AAA Sales Calls - Florida	Florida	Gonzalo Rubio	MAY 2019		Tourism Sales
China Visit Florida Sales Mission	China	TBD	MAY 2019		Tourism Sales
Canadian Sales Mission	Canada	Gabriel Martinez	MAY 2019		Tourism Sales
Billboard Awards	TBA	Noelle Stevenson	MAY 2019		Underground
International Research Foundation (IRF) Event		Nora Gorman	MAY 2019	No	Group/Convention
CVENT - CONNECT Annual Conference & Show		Elena Gladstone	MAY 2019	No	Group/Convention
New York/PA Sales Mission	New York & Pennsylvania	Steve Aird	MAY 2019	Yes	Group/Convention
Atlanta Sales Mission	Atlanta	Gilbert Villard	MAY 2019	Yes	Group/Convention
NE CVB Reps Events/ Spring Event		Steve Aird	MAY 2019	No	Group/Convention
Mid-Atlantic Sales Mission		Rosa Mendoza / Dion James	MAY 2019	Yes	Group/Convention
AMPs Annual Golf Tournament		Rosa Mendoza / Dion James	MAY 2019	No	Group/Convention
Carolina Chapter MPI Event & Sales Calls		Gilbert Villard	MAY 2019	No	Group/Convention
Wisconsin Society of Association Executives Annual Event		Nora Gorman	MAY 2019	No	Group/Convention
National Senior Games	Albuquerque	Carol Hudson	JUN 2019		Sports
Connecticut Sales Mission	Connecticut	Caitlan Etchevers	JUN 2019		Tourism Sales
Hospitality Reservations Training	Omaha	Gonzalo Rubio	JUN 2019		Tourism Sales
Le Book Connections New York City	New York	Noelle Stevenson	JUN 2019		Underground
Association of Independent Commercial Producers NYC	New York	Noelle Stevenson	JUN 2019		Underground
Luminato Festival	Toronto	Noelle Stevenson	JUN 2019		Underground
MPI - South Florida Annual Event		Gilbert Villard	JUN 2019	No	Group/Convention
IBTM - Americas		TBD	JUN 2019	No	Group/Convention
Meeting Professionals International (MPI)- World Education Conference (WEC)		Nora Gorman / Dion James Gilbert Villard / Steve Aird	JUN 2019	No	Group/Convention
PCMA Education Conference		TBD	JUN 2019	No	Group/Convention

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Tradeshows, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
LGBT Week	New York City	Richard Gray	JUN 2019	Yes	LGBT+
LGBT Conference	Sao Paulo, Brazil	Richard Gray	JUN 2019	Yes	LGBT+
GTM East	Fort Lauderdale	Caitlan Etchevers	JUL 2019		Tourism Sales
Pennsylvania Sales Mission	Pennsylvania	Gonzalo Rubio	JUL 2019		Tourism Sales
Orlando Sales Calls	Orlando	Gonzalo Rubio	JUL 2019		Tourism Sales
Argentina/Chile/Uruguay Sales Mission	Argentina/Chile/Uruguay	Gabriel Martinez	JUL 2019		Tourism Sales
UK Sales Mission	United Kingdom	TBD	JUL 2019		Tourism Sales
Florida Society of Association Executives (FSAE)- Annual Conference		Elena Gladstone	JUL 2019	No	Group/Convention
Experient E4		TBD	JUL 2019	No	Group/Convention
DC GFLCVB Quarterly Special Event	Washington, D.C.	Rosa Mendoza / Dion James	JUL 2019		Group/Convention
Association Executives of North Carolina Annual Meeting		Gilbert Villard	JUL 2019	No	Group/Convention
Chicago Client Event/ Sales Mission	Chicago	Nora Gorman	JUL 2019	Yes	Group/Convention
CVB Reps Summer Event	Washington, D.C.	Rosa Mendoza / Dion James	JUL 2019	No	Group/Convention
Boston Sales Mission & Event	Boston	Steve Aird	JUL 2019	Yes	Group/Convention
DMAI Annual		Ed Simon	JUL 2019	No	Group/Convention
Society of Incentive Travel Executives (SITE)- Florida / Caribbean Summer Summit		Gilbert Villard	JUL 2019	No	Group/Convention
FIVB Beach Volleyball World Championships	Hamburg	TBD	JUL/AUG 2019		Sports
American Tennis Association			AUG 2019	No	Multicultural
Connect Sports Conference	Louisville	Carol Hudson / Saskia Fisher	AUG 2019		Sports
ASTA Global Convention	Hollywood	Caitlan Etchevers/ Gonzalo Rubio	AUG 2019		Tourism Sales
Brazil Sales Mission	Brazil	TBD	AUG 2019		Tourism Sales
Toronto Sales Mission	Toronto	TBD	AUG 2019	Yes	Group/Convention
VISIT FLORIDA - Governor's Conference on Tourism		Ed Simon	AUG 2019	No	Group/Convention
Kellen Company Global Summit		Nora Gorman / Gilbert Villard	AUG 2019	Yes	Group/Convention
Destination Florida - Northstar	Miami	TBD	AUG 2019	No	Group/Convention
CONNECT Marketplace		TBD	AUG 2019	No	Group/Convention
American Society of Association Executives (ASAE) - Annual Meeting & Tradeshaw		Nora Gorman / Rosa Mendoza / Elena Gladstone / Dion James	AUG 2019	Yes	Group/Convention
MPI - Southeast Education Conference- State of Florida		Gilbert Villard	AUG 2019	No	Group/Convention
NGLCC Conference	Tampa	Richard Gray	AUG 2019	Yes	LGBT+
USTA Diversity & Inclusion Program	New York	Albert Tucker	SEP 2019	No	Multicultural
Black Meetings & Tourism DC Program	DC	Albert Tucker	SEP 2019	No	Multicultural

MASTER TRADESHOW CALENDAR

MASTER: 2018-2019 GFLCVB TRADESHOW MASTER PLAN Events, Tradeshow, Missions

EVENT	LOCATION	CONTACT	MONTH	SHARE	SEGMENT
Women of Power Summit			SEP 2019	No	Multicultural
NACTA Annual Convention	Colorado	Caitlan Etchevers / Gonzalo Rubio	SEP 2019		Tourism Sales
La Cita	TBD	TBD	SEP 2019		Tourism Sales
Delta Vacations Product Launch/Training	Atlanta	Gonzalo Rubio	SEP 2019		Tourism Sales
TOP Resa	Paris, France	Gabriel Martinez	SEP 2019		Tourism Sales
Germany Sales Mission	Germany	TBD	SEP 2019		Tourism Sales
LA & NY Production Mission	TBA	Noelle Stevenson	SEP 2019		Underground
Artopia	Fort Lauderdale	Noelle Stevenson	SEP 2019		Underground
Connections Le Book Chicago	Chicago	Noelle Stevenson	SEP 2019		Underground
Primetime Emmy Awards	Los Angeles	Noelle Stevenson	SEP 2019		Underground
New York Area Special Event	New York & Pennsylvania	Steve Aird	SEP 2019		Group/Convention
Minneapolis Sales Mission	Minneapolis	Nora Gorman	SEP 2019	Yes	Group/Convention
Texas Sales Mission	Texas	Elena Gladstone	SEP 2019	Yes	Group/Convention
DC GFLCVB Quarterly Special Event	Washington, D.C.	Rosa Mendoza / Dion James	SEP 2019	No	Group/Convention
Great Bridal Expo	New York	Anna Levin	SEP 2019		Weddings
Florida Sports Foundation Roundtables	TBD	Carol Hudson	TBD		Sports
USOC Colorado Sales Mission	Colorado	Carol Hudson / Saskia Fisher	TBD		Sports
NY Sales Mission	New York	Carol Hudson / Saskia Fisher	TBD		Sports
CCRA Power Solutions	TBD	Caitlan Etchevers	TBD		Tourism Sales
LGBT Event promoting OUTshine Film Festival	London	Noelle Stevenson	TBD		Underground
Music Festival Partnership with Live Nation	TBD	Noelle Stevenson	TBD		Underground

Question and Answers for Bid #GEN2116476P1 - Advertising Agency Services

Overall Bid Questions

Question 1

Section W. "Submittal Instructions," item number 6 states that the "Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format." Is the County able to accept files uploaded as .PDFs? Given that both Word and Excel can be easily corrupted or even altered, the requirement of their use may be a concern. (Submitted: Feb 5, 2019 11:15:34 AM EST)

Answer

- Yes, files may be uploaded as .PDF, as long as the .PDF is readable.
In addition, responses to Evaluation Criteria questions should be uploaded in Microsoft Word or Excel format. (Answered: Feb 14, 2019 11:14:15 AM EST)

Question 2

1. Whether companies from Outside USA can apply for this?
(like, from India or Canada)
2. Whether we need to come over there for meetings?
3. Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)
4. Can we submit the proposals via email? (Submitted: Feb 6, 2019 6:56:11 AM EST)

Answer

- 1. Yes.
2. Refer to the BidSync solicitation pertaining to the Evaluation Committee meetings.
3. Refer to the RFP solicitation and scope of services regarding performance of work.
4. No. Emailed proposals will not be considered. Proposals in response to the RFP MUST be submitted electronically via BidSync; the County's e-bidding system. Refer to the Bid Comments section that pertains to Submittals. (Answered: Feb 14, 2019 11:14:15 AM EST)

Question 3

Can we bid on parts of the scope, ie design, creative, branding and printing components? (Submitted: Feb 7, 2019 12:09:59 PM EST)

Answer

- Vendors must bid to provide the entire scope of the project. The prime vendor may subcontract parts of the project. (Answered: Feb 14, 2019 11:33:12 AM EST)

Question 4

The questions shown here on BidSync we not addressed during the Pre-Submittal Conference. Given the timely nature of some of the questions, when will these be addressed by the County? (Submitted: Feb 10, 2019 9:42:56 AM EST)

Answer

- Currently being addressed. (Answered: Feb 14, 2019 11:33:12 AM EST)

Question 5

What is the time frame for awarding the contract and what is the date the current agency term expires and the new agency will commence services? (Submitted: Feb 11, 2019 10:33:10 PM EST)

Answer

- The timeline has a large number of variables.
The existing contract ends in September 2019. (Answered: Feb 14, 2019 11:33:12 AM EST)

Question 6

Starmark oversees visitlauderdale.tv. To what extent is the production expense for this platform to be included in the fixed price? (Submitted: Feb 11, 2019 10:33:53 PM EST)

Answer

- The awarded vendor will be an expert in advertising and will work with the GFLCVB staff to establish effective

strategies and tactics. All existing advertising initiatives will be reviewed by the awarded vendor and the GFLCVB staff. (Answered: Feb 14, 2019 11:33:12 AM EST)

Question 7

Is the cost of "influencers" and potential celebrities to be used in campaigns, online video or TV promotions to be included in the fixed price or is this an as needed overage? (Submitted: Feb 11, 2019 10:36:00 PM EST)

Answer

- GFLCVB has an existing public relations vendor that works with influencers to gain contributed media.

Talent used in media production should be considered part of Section 5. Flat Fee Services, A.3. in the Scope of Services. (Answered: Feb 14, 2019 11:33:12 AM EST)

- GFLCVB has an existing public relations vendor that typically works with influencers to gain contributed media. However, it is recognized that influencers are a part of paid social media and other digital advertising which are a key part of this advertising contract. Paying an influencer for writing and posting a digital advertorial on their blog or social media (for example) would be considered a direct media buy, and therefor part of the media services. The key understanding being that the influencer must produce advertising for the destination. Other use of influencers, for instance talent used in media production (actors in a photo shoot), should be considered part of the Scope of Services, Flat Fee Services, A /3. (Answered: Feb 22, 2019 11:26:32 AM EST)

Question 8

Can you confirm that the creative fees that we are to estimate are directly related to the deliverables that will be associated with the media plan? Or are these creative fees supposed to be inclusive of collateral and other internal design needs the CVB may have? (Submitted: Feb 13, 2019 4:47:24 PM EST)

Answer

- The Flat Fee Services are listed in the Scope of Services and may pertain to the media plan, account maintenance, and brand strategy and creative services. The media plan created by the vendor, and agreed upon by the GFLCVB, will include collateral and other design needs for a destination marketing organization. The vendor's submittal should reflect that collateral and design services are included in the Flat Fee Services as detailed Scope of Services Section 5. A. (Answered: Feb 15, 2019 11:24:08 AM EST)

Question 9

What amount from the prior budget was dedicated to agency fees and production costs? (Submitted: Feb 14, 2019 10:45:39 AM EST)

Answer

- Our budget for advertising is \$7,500,000. This includes both advertising buy and agency costs. (Answered: Mar 5, 2019 4:14:29 PM EST)

Question 10

For form RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM, the bottom portion indicates to check a box if you are NOT located in Broward County, however, there is no box to check. Please advise. (Submitted: Feb 14, 2019 10:50:17 AM EST)

Answer

- Place a check mark next to the area pertaining to your response. (Answered: Feb 14, 2019 11:39:57 AM EST)

- Thank you for bringing this issue to our attention. The County is reviewing the form. (Answered: Feb 22, 2019 11:59:16 AM EST)

- Additional response:

The County has informed BidSync of this issue. Current solution is to download the document and print. Circle the area on the document "Vendor does not qualify for Tie Break Criteria or Local Preference,..." , sign the document, then upload. (Answered: Feb 27, 2019 5:19:48 PM EST)

Question 11

Is the incumbent agency participating in the bid? (Submitted: Feb 14, 2019 10:53:31 AM EST)

Answer

- We cannot anticipate whether vendors will bid on a project. (Answered: Feb 15, 2019 11:24:08 AM EST)

Question 12

For the Workload of the Firm section, please help define "project" A larger firm may handle hundreds or thousands of individual projects in a 5 year period, and an exhaustive list would be onerous to put together, especially if we need to describe the "Vendor's approach" and "challenges" for each. If an exhaustive list must

be provided, we intend to respond in a table format along with a narrative to our approach for handling multiple projects. Please provide us with a list of metrics you would like to see listed for each project identified so we are compliant with your request. (Submitted: Feb 14, 2019 11:53:06 AM EST)

Answer

- List major projects of a similar nature with other agencies or entities that fulfills the requirements of this criterion. (Answered: Mar 15, 2019 6:18:27 PM EDT)

Question 13

As to Project Approach Evaluation Criterion, can you help clarify the points awarded for the 15, 10, and 5 which are allocated to in the evaluation scheme. Are the 15 points related only to the first two paragraphs, 10 points to 2.1, 5 points to 2.2, and 10 points to 2.3 for a total of 40 points? (Submitted: Feb 14, 2019 11:53:29 AM EST)

Answer

- Project Approach Evaluation Criteria is defined as:

2. 15 points.

2.1. 10 points.

2.2. 5 points.

2.3. 10 points.

Total of 40 points. (Answered: Feb 15, 2019 11:24:08 AM EST)

Question 14

As to the Pricing Support criteria, how will the County evaluate the response? Does the County intend to perform a Price Realism analysis? Is the County going to review the information based on some County estimate as what it expects the level of effort and estimated rates to be or is it going to be based on who is lowest priced?

Also, what does it mean with the phrase "positions not included in the Flat Fee Services?" (Submitted: Feb 14, 2019 11:53:42 AM EST)

Answer

- Refer to Standard Instructions to Vendors, Section R. Review and Evaluation of Responses: "...Evaluation Committee is responsible for recommending the most qualified Vendor(s)..."

The team will evaluate Pricing Support based on the submissions provided by vendors and on the presentations provided by vendors during the Final Evaluation Meeting. It is incumbent upon the vendor to provide sufficient information during submission and presentations to ensure the evaluation committee can confidently rate the vendors responses.

In the Evaluation Criteria, 7 Pricing Support Provide Salary Rates for any positions not included on the Flat Fee Services; refers to the salaries of any positions that might be used in the process of providing the Optional Services (Scope of Services section 7, Optional Services), that are not also working on the Flat Fee Services. (Answered: Feb 19, 2019 4:43:18 PM EST)

Question 15

How will the County score the evaluation criterion "Workload of the Firm"? How can completed projects have any effect on this criterion? (Submitted: Feb 14, 2019 11:54:04 AM EST)

Answer

- Refer to the Standard Instructions to Vendors, Section E. Evaluation Criteria. (Answered: Mar 11, 2019 2:36:36 PM EDT)

Question 16

What is the month start and end of the Fiscal Year? (Submitted: Feb 15, 2019 3:25:49 PM EST)

Answer

- October 1 through September 30. (Answered: Feb 19, 2019 11:32:43 AM EST)

Question 17

Is paid social part of this RFP and corresponding media budget or part of a separate social scope? (Submitted: Feb 15, 2019 3:26:52 PM EST)

Answer

- Paid/sponsored/advertising posts on social media are a part of this scope. The work of designing and producing content and posting the paid social media is considered a part of the Flat Fee Services (Scope of

Work, 5. Flat Fee Services /A. Brand Strategy and Creative Services /2.) and the cost of the actual advertisement is considered a media buy. (Answered: Feb 19, 2019 5:13:58 PM EST)

Question 18

Will vendors have the opportunity to access your Google Analytics account? (Submitted: Feb 15, 2019 3:27:04 PM EST)

Answer

- No. (Answered: Mar 12, 2019 11:43:11 AM EDT)

Question 19

Can you please confirm that the "Standard Agreement Form (BCF #101) are the correct terms to agree to? And also the terms from which we should express any desired exemption to? Are there any other terms or conditions that need to be agreed to from the list of "Standard Form Agreements?" (Submitted: Feb 15, 2019 4:17:01 PM EST)

Answer

- Refer to Special Instructions to Vendors, Section C. Standard Agreement Language Requirements, there is a project specific terms and conditions agreement for this solicitation. Use the hyperlink to connect to Standard Agreement Terms & Conditions, scroll to "Project Specific Agreements as Referenced By Solicitation Number: GEN2116476P1 Advertising Agency Services.

Review this agreement prior to submitting the Agreement Exception Form. (Answered: Feb 19, 2019 11:26:25 AM EST)

Question 20

What email service provider/platform is being used for current out-going email communications? (Submitted: Feb 15, 2019 4:17:40 PM EST)

Answer

- ActOn. (Answered: Feb 19, 2019 3:36:51 PM EST)

Question 21

What is the current size in gigabytes or terabytes of the assets under management that would be transferred to the new agency? (Submitted: Feb 15, 2019 4:22:25 PM EST)

Answer

- The current advertising agency has approximately 7.2TB of files in archives. (Answered: Feb 25, 2019 4:00:12 PM EST)

Question 22

Can you please confirm that the \$4M does not include events, production, printing, images, copyrights, usage rights, etc? (Submitted: Feb 15, 2019 4:23:43 PM EST)

Answer

- The items listed are considered part of the Flat-Fee Services, refer to (Scope of Services, Section 5. Flat-Fee Services). (Answered: Feb 19, 2019 5:13:58 PM EST)

Question 23

To better understand the scope of the flat service fee, can you please share a marketing calendar with some level of details of volumes (quantities) of deliverables expected on point 5? (Submitted: Feb 15, 2019 4:25:08 PM EST)

Answer

- Refer to Addendum No. 1.

FY2019 Master Tradeshow Calendar has been added to the RFP. (Answered: Feb 25, 2019 3:54:43 PM EST)

Question 24

What will be the target audience? Only US / English or are you expecting multiple nationality audiences and in consequence, produce assets in multiple languages? Which ones? (Submitted: Feb 15, 2019 4:26:27 PM EST)

Answer

- The target audience will be determined during the awarded vendor's development of a research-based brand, marketing and advertising creative strategy in coordination with the GFLCVB.

Historically, the primary target audience has been English speaking. The advertising strategy will include international consumers and thus require assets professionally translated into multiple languages. Languages

will likely include, but not be limited to, English, Spanish, Portuguese, German, Italian, and French. (Answered: Feb 19, 2019 4:03:47 PM EST)

Question 25

In regards to the ad buy portion, it states in the RFP the budget is up to four million for ad buys. However, on the call, you said it can exceed. Are we able to propose more for ad buying as part of our strategy? (Submitted: Feb 15, 2019 4:27:39 PM EST)

Answer

- The vendor may propose to spend more than the \$4,000,000.00 as part of the strategy. At \$4,000,000.01 and higher the process for gaining approval for the work changes: \$4,000,000.00 and less see: Scope of Work, Section 2. Services Description. \$4,000,000.01 and more see: Scope of Work, Section 2. Services Description; Section 6. Commissioned Media Services. (Answered: Mar 5, 2019 4:27:19 PM EST)

Question 26

Our agency has a lobbyist, but will not be using them for this specific bid, do we still need to identify them on the certification form? (Submitted: Feb 15, 2019 4:30:05 PM EST)

Answer

- No need to list (identify) lobbyist if not using for this solicitation. (Answered: Feb 19, 2019 12:15:04 PM EST)

Question 27

Under account maintenance, section 9 refers to the design and production of support materials and tradeshow elements. Can you quantify the number of varying types of tradeshow designs and elements will be needed along with the approximate size of the tradeshow displays? (Submitted: Feb 15, 2019 4:31:12 PM EST)

Answer

- The awarded vendor will work with the GFLCVB to design and produce tradeshow displays for use at various convention sales tradeshows, tourism sales tradeshows, and marketing pop-up activations. These tradeshow displays will be used domestically and internationally, and are intended to create a presence in a footprint varying in size from 10'x10' to 40'x40' booths, and custom setups at festival activations.

The awarded vendor will not build the physical tradeshow booths. The awarded vendor will be responsible for designing and producing creative elements for use in tradeshow and activation setups. The actual work of producing a physical booth, transporting it, setting it up, etc. will be handled via a separate procurement. View the tradeshows and other events that had a brand presence on pages 45-51 of the 2019 Marketing Plan found here: <https://www.sunny.org/partners/2019-marketing-plan/> (Answered: Mar 11, 2019 2:32:24 PM EDT)

Question 28

Under account maintenance, section 11 refers to submitting awards applications for top associations. Does this include both entry fees and the costs of attending the awards? Is there an approximate number of award associations that have been entered in the past? (Submitted: Feb 15, 2019 4:32:38 PM EST)

Answer

- The awarded vendor, in coordination and with approval from GFLCVB, will determine the number of awards to apply for. The award entry is submitted on behalf of the GFLCVB and the GFLCVB pays for the entry fees and attends the awards. Vendor may, at their own expense, attend any awards ceremony. (Answered: Mar 5, 2019 4:27:19 PM EST)

Question 29

How are the hard costs fulfilled? Is the vendor financially responsible for the printing of materials along with hiring talent and/or influencers for video/photography shoots? Or is that a direct pass-through from CVB? (Submitted: Feb 15, 2019 4:35:13 PM EST)

Answer

- The vendor is responsible for printing of materials and hiring talent for video/photography shoots: these and other creative services are fulfilled as part of the Flat Fee Services (Scope of Services, Section 5. Flat Fee Services). (Answered: Feb 22, 2019 11:34:02 AM EST)

Question 30

P. 7, Sec.B:

Are monthly reports to be inclusive of all media areas (digital + traditional media), or split based on internal

departments?

Is there an estimated cadence of County board and committee presentations/stakeholder meetings weâ€™re expected to participate in?

P. 6, Sec. A, Q. 1:

Although we are required to develop creative strategy for domestic and international, will we be responsible for any execution/publishing of assets into international markets or solely domestic (paid media included)?

P. 9, Sec. C.:

Would influencer services fall under Optional Services or be included within Media Services?

Are there any required creative resources/tools we are expected to work with, such as a GFLCVB photo bank or database?

Can you provide 1-2 examples of successful campaigns youâ€™ve executed in the past? Additionally, why were these so successful to your team?

Do you have a 2019 Marketing/Activations calendar(s) or any other pertinent materials that youâ€™d be willing to share with us? (Submitted: Feb 15, 2019 4:45:26 PM EST)

Answer

- P. 7, Sec. B: Monthly reports will be split by campaign and by internal department.

The bulk of the presentations/stakeholder meetings currently include at least: five Tourism Development Council and five Marketing Advisory Committee meetings, annually. Occasionally a few additional meetings requiring the vendor's presence occur throughout the year.

P. 6, Sec. A, Q. 1: This is contingent on the advertising strategy developed in coordination with the vendor and the GFLCVB; depending on the dollar-value of advertising buys, the vendor will be responsible for developing and placing these buys. The GFLCVB has existing contracted sales and promotional representatives in the United Kingdom, Scandinavia/Western Europe, South America, and the Caribbean. These representatives have a low threshold for purchasing advertising, and they will use the creative strategy to buy some advertisements in their regions.

P. 9, Sec. C.: GFLCVB has an existing public relations vendor that typically works with influencers to gain contributed media. However, it is recognized that influencers are a part of paid social media and other digital advertising which are a key part of this advertising contract. Paying an influencer for writing and posting a digital advertorial (for example) would be considered a direct media buy, and therefore part of the media services. The key understanding being that the influencer must produce advertising for the destination. Other use of influencers, for instance talent used in media production (actors in a photo shoot), should be considered part of the Scope of Services, Flat Fee Services, A /3.

The GFLCVB has an archive of photos and other existing media that can be used by the vendor. The vendor will be expected to use these resources, but also source new resources as necessary.

At this time weâ€™re not supplying examples of, or context regarding, previous campaigns.

The 2019 Marketing Plan and other marketing-related information can be found here:

<https://www.sunny.org/partners/> (Answered: Feb 22, 2019 11:24:26 AM EST)

Question 31

When submitting videos as part of the bid response, should we provide a link to a platform such as Vimeo or upload a video file directly. Is there a designated place on bid sync to upload video or share links? (Submitted: Feb 15, 2019 4:51:27 PM EST)

Answer

- No. Do not upload a video into BidSync. There is not a designated place in BidSync to upload videos or share links.

You may submit a link to videos in your proposal as part of your bid response. (Answered: Mar 12, 2019 3:19:44 PM EDT)

Question 32

In the evaluation criteria section 1, resumes are requested for all key staff members. Is it acceptable to submit detailed bios as opposed to resumes which is a more common format for well experienced senior staff members? (Submitted: Feb 15, 2019 4:52:44 PM EST)

Answer

- Yes. (Answered: Feb 19, 2019 4:19:06 PM EST)

Question 33

Page 36 notes that all vendors responding are required to utilize CBE firms to perform the assigned

participation goal for this contact. What is the assigned participation goal for this bid? (Submitted: Feb 15, 2019 4:53:21 PM EST)

Answer

- Refer to: Special Instructions to Vendors, Section B.1. Office of Economic and Small Business Development Program. The County Business Enterprise (CBE) Goal is 6% (excluding direct media buys) for this solicitation.

(Answered: Feb 19, 2019 10:41:27 AM EST)

Question 34

Does the Flat Fee include vendor/supplier out-of-pocket costs or just agency time to service the scope as described in the RFP? (Submitted: Feb 26, 2019 1:58:16 PM EST)

Answer

- The Flat-Fee Services includes the awarded vendor and supplier out-of-pocket supply expenses for the services as detailed in the Scope of Services, Section 5. Flat Fee Services.

For additional clarity regarding what is billed where, refer to the GEN2116476P1 Advertising Agency Services Agreement - Exhibit B "Payment Schedule" (the link to this agreement can be found in the RFP solicitation document in "Special Instructions to Vendors" Section C. Standard Agreement Language Requirements). Exhibit B "Payment Schedule" details several key points. Particularly relevant to this question are the Flat Fee Services and the Actual Costs of Approved Media Buys:

1. Flat Fee Services are a set amount, monthly payment.
2. Actual costs of preapproved media buys (include media buys for Commissioned Media Services) are actual preapproved costs. (Answered: Mar 5, 2019 4:44:35 PM EST)

Question 35

Can you please confirm that all uploads are to be made at the time of PLACE OFFER and do we have to upload the same documents for each of the three years? (Submitted: Feb 26, 2019 1:58:53 PM EST)

Answer

- That is correct. (Answered: Mar 5, 2019 4:44:35 PM EST)

Question 36

Should all uploaded forms and documents be made into one PDF with appropriate titles and table of content or uploaded individually with proper document names to describe their content? (Submitted: Feb 26, 2019 1:59:55 PM EST)

Answer

- Do not place downloaded documents in one PDF. Upload individually as each document in BidSync is a separate document. In response to the evaluation criteria questions and if you have documents to upload, they may be in one PDF. (Answered: Feb 26, 2019 5:07:36 PM EST)

Question 37

Can you please tell us what the production budget is for costs such as photography, filming, video editing, printing, activations, etc.? (Submitted: Feb 26, 2019 2:06:01 PM EST)

Answer

- Production costs, such as those listed within the question, are expected to be a part of the Scope of Services, Section 5. Flat Fee Services dollar value proposed by prospective vendors.

The Fiscal Year 2019 advertising budget is \$7,500,000.00; this is the entire advertising budget and includes the advertising buys and the agency costs.

Please refer to the following for more information:

Scope of Services, Section 5. Flat Fee Services

RFP Advertising Agency Services Agreement /Article 5. Compensation

RFP Advertising Agency Services Agreement /Exhibit B "Payment Schedule

(the link to this agreement can be found in the RFP solicitation document in "Special Instructions to Vendors" Section C. Standard Agreement Language Requirements) (Answered: Mar 5, 2019 5:24:19 PM EST)

Question 38

As a follow-up question to the one below, please advise on what to do for "RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM" when you are NOT located in Broward County. There is no box to check.

10. GEN2116476P1 - Advertising Agency Services

For form RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM, the bottom portion indicates to check a box if you are NOT located in Broward County, however, there is no box to check. Please advise. - Feb 14, 2019 10:50:17 AM EST

Answer - Feb 22, 2019 11:59:16 AM EST

Thank you for bringing this issue to our attention. The County is reviewing the form. (Submitted: Feb 26, 2019 2:17:32 PM EST)

Answer

- The County has informed BidSync of this issue. Current solution is to download the document and print. Circle the area on the document "Vendor does not qualify for Tie Break Criteria or Local Preference,...", sign the document, then upload. (Answered: Feb 26, 2019 4:58:58 PM EST)

Question 39

To confirm, all production costs including printing of collateral, postage, talent fees for video or photo shoots, etc. are all expected to come out of the flat fee, correct? Is there any guidance that can be provided in terms of historic quantities or specs of the pieces? Or how many photo/video shoots have been done in the past? It would be ideal to have some parameters as these items have many variables that would effect the pricing.

(Submitted: Feb 27, 2019 11:25:34 AM EST)

Answer

- Production costs are part of Flat Fee Services in the Scope of Services, Section 5.

The awarded vendor will help to guide the planning for future advertising, which includes brochures and other collateral. This gives the awarded vendor the opportunity to guide the GFLCVB towards discontinuing or otherwise changing the frequency and size of existing and new advertising projects. Vendors are encouraged to bid reflecting their recommendations to achieve the goal of increasing visitation, spending, and brand awareness.

For photo and video shoot information please review the answers to questions 46 and 47. (Answered: Mar 5, 2019 5:24:19 PM EST)

Question 40

We understand the CVB is going through extensive research currently to help shape the strategy and rebranding going forward, with the new agency of record be required to conduct additional research as well and if so, in what capacity? (Submitted: Feb 27, 2019 11:26:18 AM EST)

Answer

- The awarded vendor is responsible for determining whether they need additional information to shape the strategy and branding. Existing data includes:

1. Global Brand Perception Study
2. North Star stakeholder exercise
3. Destination Next Study
4. Additional information found here:

<https://www.sunny.org/partners/market-research/> (Answered: Mar 5, 2019 4:14:29 PM EST)

Question 41

What is your email newsletter database quantity for leisure and groups? Is database growth a goal?

(Submitted: Feb 27, 2019 11:27:05 AM EST)

Answer

- The current number of subscribers is approximately 200,000. The GFLCVB is in the middle of a reengagement campaign and the number may change. The overall goal is to maximize revenue generation for Greater Fort Lauderdale's tourism industry. The advertising plan developed by the awarded vendor and approved by the GFLCVB as detailed in the Scope of Services, Section 5. A. 1., will determine whether email database growth is a strategy within the overall goal. (Answered: Feb 27, 2019 5:24:18 PM EST)

Question 42

We see that there are 2 apps for the CVB Fort Lauderdale and Underground for music, what are the other top needs for an app and will this come to fruition in 2019? Any cost associated with the mobile apps would come out of the flat fee, correct? Is there any historic costs that can be shared in order to properly estimate this? (Submitted: Feb 27, 2019 11:28:20 AM EST)

Answer

- Any cost for the development of a mobile app would be a part of the Flat Fee Services. The awarded vendor is

expected to develop a plan for marketing as detailed in the Scope of Services, Section 5. A. 1., which would include any recommendations regarding apps. Existing projects, like the two apps, will also be open to review, change, or discontinuation based on the awarded vendor's recommendations accepted by the GFLCVB. (Answered: Feb 27, 2019 5:27:13 PM EST)

Question 43

The hard cost for any major research would need to come out of the flat fee, correct? (Submitted: Feb 27, 2019 11:28:55 AM EST)

Answer

- Specific research needed will come from the flat-fee. GFLCVB does produce some of its own research, typically tailored to visitor volume, economic indicators, and other similar points. The information procured by the GFLCVB independently is growing and can be found here: <https://www.sunny.org/partners/market-research/> (Answered: Feb 28, 2019 1:41:14 PM EST)

Question 44

Are production commissions allowed? (Submitted: Feb 27, 2019 11:29:38 AM EST)

Answer

- The commission structure is detailed in Scope of Services, Section 6. Commissioned Media Services. There is no commission associated with the production expenses in Flat Fee Services.

For more information on Commissioned Media Services, see:

1. Scope of Services, Section 6. Commissioned Media Services
2. RFP Advertising Agency Services Agreement, Article 5. Compensation
3. RFP Advertising Agency Services Agreement, Exhibit B "Payment Schedule"

(the link to this agreement can be found in the RFP solicitation document in "Special Instructions to Vendors" Section C. Standard Agreement Language Requirements) (Answered: Mar 5, 2019 5:38:26 PM EST)

Question 45

For trade shows, is the creative vision for the activation/booth different per market segment? How often are trade show needs updated/refreshed annually for general and by market segment? (Submitted: Feb 27, 2019 11:30:04 AM EST)

Answer

- For tradeshow: the booths are generally updated at most once per year (more often every two) and do differ between market segments. Most market segments utilize simple booth equipment like pull-up banners. Tradeshow where the target audience are convention planners are typically the only events that utilize the larger 40 x 40 booth.

Activations targeting consumers are planned in conjunction with the advertising firm. This means vendors have control over proposing the frequency of them. Vendors should anticipate at least four per year regardless of plans.

For more information on markets see the answer to question number 27. (Answered: Mar 5, 2019 5:38:26 PM EST)

Question 46

Approximately, how many videos are produced annually? (Submitted: Feb 27, 2019 11:30:38 AM EST)

Answer

- A dozen to twenty videos per year, most of which share from the same core raw footage. (Answered: Mar 5, 2019 5:24:19 PM EST)

Question 47

Approximately, how many photo shoots are produced annually? (Submitted: Feb 27, 2019 11:30:56 AM EST)

Answer

- The GFLCVB has many photos available in archives, a new brand and updated look may necessitate new photos. In the past year GFLCVB had around two photo shoots. (Answered: Mar 5, 2019 5:24:19 PM EST)

Question 48

For the CBE form, are we required to fill out the contract amount? Its premature at this juncture and would only be estimated. Would it be acceptable to only fill out the % value for each partner that is equal to or greater

than 6%? (Submitted: Feb 27, 2019 4:16:03 PM EST)

Answer

- The submission of a Letter of Intent with a percentage commitment for each certified subcontractor is acceptable. Per Broward County's Code of Ordinances, Ordinance No. 2018-23; Section 1-81.5 (b) (3), the submission of the Letter of Intent with a percentage of the total contract value that the Bidder intends to subcontract to each CBE is a part of the responsibility criteria for the established CBE goal. (Answered: Feb 28, 2019 9:24:36 AM EST)

Question 49

Are there elements of the overall scope that can be bid on, or does the bid need to be the entire scope?

(Submitted: Mar 7, 2019 4:41:04 PM EST)

Answer

- Provide proposal on entire Scope. (Answered: Mar 7, 2019 4:44:34 PM EST)

Question 50

Are the hard costs of production included in the production services. (Submitted: Mar 7, 2019 4:43:19 PM EST)

Answer

- Yes. (Answered: Mar 7, 2019 4:44:34 PM EST)

Question 51

Is the prime vendor expected to produce video and photography? (Submitted: Mar 7, 2019 4:45:41 PM EST)

Answer

- Yes. The vendor is expected to produce, which can include subcontracting. (Answered: Mar 7, 2019 4:46:08 PM EST)

Question 52

Are you expecting the vendors to suggest the scope of work and base their budget off of that? (Submitted: Mar 7, 2019 4:52:50 PM EST)

Answer

- To an extent, yes, this is part of the evaluation criteria. The County has supplied a scope of services, but the vendor will need to understand Broward County as a destination and have knowledge of how a destination marketing organization works so that the vendor may recommend how best to perform the services Broward County is seeking and achieve the County's outlined objective. (Answered: Mar 7, 2019 4:53:36 PM EST)

Question 53

How many campaigns are the vendors expected to perform throughout the year? (Submitted: Mar 7, 2019 4:54:11 PM EST)

Answer

- The County is relying on the vendor to put together a strategy for the general marketing the County is doing to its target markets. (Answered: Mar 7, 2019 5:23:26 PM EST)
- There is not a specific number. (Answered: Mar 11, 2019 11:33:05 AM EDT)

Question 54

Is the agency expected to handle all social media? (Submitted: Mar 7, 2019 5:24:28 PM EST)

Answer

- The vendor is expected to handle the paid side of social media. GFLCVB added an optional service for organic social media that GFLCVB may exercise. (Answered: Mar 7, 2019 5:27:44 PM EST)

Question 55

During rebranding would the vendor include the creation of an entire new website, or would that be the responsibility of the GFLCVB? (Submitted: Mar 7, 2019 5:31:49 PM EST)

Answer

- An optional service was added to the RFP that covers having the vendor create a new website for the GFLCVB. The GFLCVB may exercise that option or procure a new website separately. Refer to Addendum No. 1. (Answered: Mar 7, 2019 5:34:54 PM EST)

Question 56

Is a proposal bond required for RFP submission? (Submitted: Mar 11, 2019 10:13:01 AM EDT)

Answer

- There is no proposal bond submitted with the RFP. However, there is a letter of credit required for the vendor that is awarded the contract. Refer to Article No. 4 in the Advertising Agency Services Agreement. (Answered: Mar 11, 2019 11:33:05 AM EDT)

Question 57

What is the procedure for payments for the media buy? (Submitted: Mar 11, 2019 11:41:32 AM EDT)

Answer

- Refer to Article 5. Compensation in the Advertising Agency Services Agreement. (Answered: Mar 11, 2019 11:45:14 AM EDT)

Question 58

Is it intended that the optional branding service would build on the Hello Sunny brand, or create a new platform? (Submitted: Mar 11, 2019 2:28:02 PM EDT)

Answer

- The optional branding service would create a new brand platform. Parts of the existing Hello Sunny brand may be integrated into the new brand if the vendor determines a good reason in their data-driven strategy. (Answered: Mar 11, 2019 2:28:56 PM EDT)