# Bid Tabulation Packet for Solicitation GEN2116476P1

**Advertising Agency Services** 

**Bid Designation: Public** 



## Bid #GEN2116476P1 - Advertising Agency Services

Start Date Feb 1, 2019 3:25:33 PM EST Awarded Date Not Yet Awarded

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Zimmerman Agency [Ad]	First Offer - \$74,689.00	12 / month	\$896,268.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes: Unit price is monthly fee			
Cactus Marketing Communications	First Offer - \$80,000.00	12 / month	\$960,000.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes: Proprincluding all creative decopy writing, digital medetc. Total Annual Hours: 6,89 Total Monthly Hours: 57	osed monthly fee (Fla velopment fees, proje dia and content strate	ect manag	ement,
MMGY Global	First Offer - \$83,245.00	12 / month	\$998,940.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes: MMG and 3 of the stated contr	SY Global's submissio		ears 1, 2
Metropolitan Public Strategies	First Offer - \$99,083.00	12 / month	\$1,188,996.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes:	de:		
&Barr	First Offer - \$99,500.00	12 / month	\$1,194,000.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes:	de:		
PPK	First Offer - \$103,335.00	12 / month	\$1,240,020.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes:	de:		
Aqua [Ad]	First Offer - \$123,916.00	12 / month	\$1,486,992.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes:	de:		
Starmark	First Offer - \$147,940.00	12 / month	\$1,775,280.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product Co Supplier Notes: See PDF for Evaluation ( See Excel Sheet for Price	Criteria		
 Fuseideas	First Offer - \$161,667.00	12 / month	\$1,940,004.00	Υ	Υ
Product Code: Agency Notes:	[] 1137 OHOL WIVI,007.00	Supplier Product Co Supplier Notes: Pleas	de:		

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Relebrand	First Offer -	\$200,000.00	12 / month	\$2,400,000.00	Υ	Υ
Product Code:			Supplier Product C	Code:		
Agency Notes:	11	<b>.</b>	Supplier Notes:		.,	
Pace Communications Group, Inc.  Product Code:	First Offer -	\$231,450.00	12 / month  Supplier Product C	\$2,777,400.00	Υ	Υ
Agency Notes:			Supplier Notes: All been filled out and ac additional required fo that required further a	forms in the documents cepted within that designms or forms from the action are included as ution for evaluation criter	gnated are document ploads in	ea. All t section this
ModOp	First Offer -	\$264,148.00	12 / month	\$3,169,776.00	Y	У
Product Code: Agency Notes:			on the services to be pestimated costs of all	e attached monthly flat provided by our team m annual deliverables. Th ces such as initial Brand	embers a	s well as does not
			Positioning or Website	e/APP design and deve	lopment.	and
Nobox Marketing	First Offer -	\$268,197.00	Positioning or Website  12 / month	e/APP design and deve	lopment.	y and
Nobox Marketing  Product Code:	First Offer -	\$268,197.00	12 / month Supplier Product C	\$3,218,364.00		
Product Code:	First Offer -	\$268,197.00	12 / month	\$3,218,364.00		
		\$268,197.00 \$291,666.66	12 / month Supplier Product C	\$3,218,364.00		
Product Code: Agency Notes: BVK Product Code:			12 / month Supplier Product C Supplier Notes: 12 / month Supplier Product C	\$3,218,364.00 Code: \$3,499,999.92	Y	У
Product Code: Agency Notes: BVK Product Code: Agency Notes:	First Offer -	\$291,666.66	12 / month  Supplier Product C Supplier Notes: 12 / month  Supplier Product C Supplier Notes:	\$3,218,364.00 Code: \$3,499,999.92 Code:	Y	Y Y
Product Code: Agency Notes:  BVK  Product Code: Agency Notes:  Paradise Advertising  Product Code:	First Offer -		12 / month Supplier Product C Supplier Notes: 12 / month Supplier Product C Supplier Notes: 12 / month Supplier Notes:	\$3,218,364.00 Code: \$3,499,999.92 Code: \$3,499,999.92	Y	Y
Product Code: Agency Notes:  BVK  Product Code: Agency Notes:  Paradise Advertising	First Offer -	\$291,666.66	12 / month  Supplier Product C Supplier Notes: 12 / month  Supplier Product C Supplier Notes: 12 / month	\$3,218,364.00 Code: \$3,499,999.92 Code: \$3,499,999.92	Y	Y Y

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Cactus Marketing Communications	First Offer - \$70,000.00	12 / month	\$840,000.00		Υ
Product Code: Agency Notes:	Supplier Product Code: Supplier Notes: Total Annual Hours: 6,022 Total Monthly Hours: 502				
Zimmerman Agency [Ad]	First Offer - \$74,689.00	12 / month	\$896,268.00		Υ
Product Code: Agency Notes:		Supplier Product C Supplier Notes: Unit price is monthly f			

	,	
MMGY Global	First Offer - \$75,712.00	12 / month \$908,544.00 Y Y
Product Code: Agency Notes:		Supplier Product Code: GEN2116476P101-02 Supplier Notes: MMGY Global's submission covers years 1, 2 and 3 of the stated contract.
Metropolitan Public Strategies	First Offer - \$99,083.00	12 / month \$1,188,996.00 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
&Barr	First Offer - \$102.485.00	12 / month \$1,229,820.00 Y
Product Code: Agency Notes:	1,	Supplier Product Code: Supplier Notes:
Aqua [Ad]	First Offer - \$102,850.00	12 / month \$1,234,200.00 Y Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
PPK	First Offer - \$106,435.00	12 / month \$1,277,220.00 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
Starmark	First Offer - \$147,940.00	12 / month \$1,775,280.00 Y Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: See PDF for Evaluation Criteria See Excel Sheet for Pricing Support
Fuseideas	First Offer - \$161,667.00	12 / month \$1,940,004.00 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
Relebrand	First Offer - \$170,000.00	12 / month \$2,040,000.00 Y Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
Pace Communications Group, Inc.	First Offer - \$231,450.00	12 / month \$2,777,400.00 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
ModOp	First Offer - \$263,440.00	12 / month \$3,161,280.00 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: We have used estimates based on expected deliverables, increasing video production and digital experiences.
Nobox Marketing	First Offer - \$268,197.00	12 / month \$3,218,364.00 Y Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
BVK	First Offer - \$291,666.66	12 / month \$3,499,999.92 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
Paradise Advertising	First Offer - \$291,666.66	12 / month \$3,499,999.92 Y Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:
Lightship Studios	First Offer - \$644,758.00	12 / month \$7,737,096.00 Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:

GEN2116476P101-03 Flat Fee Services	s - Year 3				
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

	County Com				
Cactus Marketing Communications	First Offer - \$70,000.00	12 / month	\$840,000.00		Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes: To Total Monthly Hours:	tal Annual Hours: 6,022		
Zimmerman Agency [Ad]	First Offer - \$74,689.00	12 / month	\$896,268.00		Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes: Unit price is monthly	Code:		
MMGY Global	First Offer - \$75,712.00	12 / month	\$908,544.00	Υ	Υ
Product Code: Agency Notes:			Code: GEN2116476P1 MGY Global's submission ontract.		ears 1, 2
Metropolitan Public Strategies	First Offer - \$99,083.00	12 / month	\$1,188,996.00		Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes:	Code:		
Aqua [Ad]	First Offer - \$102,850.00	12 / month	\$1,234,200.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes:	Code:		
&Barr	First Offer - \$105,560.00	12 / month	\$1,266,720.00		Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes:	Code:		
PPK	First Offer - \$109,628.00	12 / month	\$1,315,536.00		Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes:	Code:		
Starmark	First Offer - \$147,940.00	12 / month	\$1,775,280.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes: See PDF for Evaluatio See Excel Sheet for P	n Criteria		
Fuseideas	First Offer - \$161,666.00	12 / month	\$1,939,992.00		Υ
Product Code: Agency Notes:	, not once	Supplier Product ( Supplier Notes:			
Relebrand	First Offer - \$170,000.00	12 / month	\$2,040,000.00	Υ	Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes:	Code:		
Pace Communications Group, Inc.	First Offer - \$231,450.00	12 / month	\$2,777,400.00		Υ
Product Code: Agency Notes:		Supplier Product ( Supplier Notes:	Code:		
ModOp	First Offer - \$262,440.00	12 / month	\$3,149,280.00		Υ
Product Code: Agency Notes:		deliverables, increasi	Code: e have used estimates bang video production and		xpected
		experiences.			
Nobox Marketing	First Offer - \$268,197.00	12 / month	\$3,218,364.00	Υ	Тү

	,				
BVK	First Offer - \$291,666.66	12 / month	\$3,499,999.92		Υ
Product Code:		Supplier Product (	Code:		
Agency Notes:		Supplier Notes:			
Paradise Advertising	First Offer - \$291,666.66	12 / month	\$3,499,999.92	Υ	Υ
Product Code:		Supplier Product (	Code:		
Agency Notes:		Supplier Notes:			
Lightship Studios	First Offer - \$654,349.00	12 / month	\$7,852,188.00		Υ
Product Code:		Supplier Product (	Code:		
Agency Notes:		Supplier Notes:			

#### **Supplier Totals**

f Cactus	Marketing Communications	\$2,640,000.00 (3/3 items)	
Bid Contact	Kristen Taylor Smith kristen@cactusinc.com Ph 303-455-7545	Address 2128 15th. Street Denver, CO 80202	
Bid Notes	Thank you, please enjoy!		
Agency No	etes:	Supplier Notes: Thank you, please enjoy!	Head Attch:
f Zimmeri	man Agency [Ad]	\$2,688,804.00 (3/3 item	s)
Bid Contact	Angela Meredith ameredith@brightredagency.com Ph 850-668-2222	Address TALLAHASSEE, FL 32308	
Agency No	etes:	Supplier Notes:	Head Attch:
f MMGY (	Global	\$2,816,028.00 (3/3	3 items)

Bid Contact Hawley Montgomery

**Bid Notes** 

hmontgomery@mmgyglobal.com

Ph 816-471-5988

Address 4601 Madison Avenue Kansas City, MO 64112

Thank you for including MMGY Global in your RFP process. Our team is excited and ready to hit the ground running. We are confident that our industry knowledge and expertise in advertising agency services for travel and hospitality brands will make us an ideal partner for Greater Fort Lauderdale.

Our comprehensive proposal covers each year of the stated contract length and addresses the full scope of work. If you have any questions while reviewing please feel free to reach out to our team. Thank you again for the opportunity, we look forward to hearing from you!

Agency Notes: Supplier Notes: Head
Thank you for including MMGY Global in your RFP Attch:

Thank you for including MMGY Global in your RFP process. Our team is excited and ready to hit the ground running. We are confident that our industry knowledge and expertise in advertising agency services for travel and hospitality brands will make us an ideal partner for Greater Fort Lauderdale. Our comprehensive proposal covers each year of the stated contract length and addresses the full scope of work. If you have any questions while reviewing please feel free to reach out to our team. Thank you again for the opportunity, we look forward to hearing from you!

Metropolitan Public Strategies

Bid Contact Jason Heard

\$3,566,988.00 (3/3 items)

Address 1677 Lexington Avenue 2nd FI

	County Com	missioners	
	jasonheard@gmail.com Ph 415-642-9970	New York, NY 10029	
	Please find attached the following items:  * RFP Response  * JV Agreement  * CBE Letter of Intent  * Workload history for MPS and SPARK  * Vendor Reference forms for MPS and SPARK  These documents apply to the entire bid.		
Agency Not	es:	Supplier Notes: Please find attached the following items: * RFP Response * JV Agreement * CBE Letter of Intent * Workload history for MPS and SPARK * Vendor Reference forms for MPS and SPARk These documents apply to the entire bid.	Head Attch:
f &Barr		\$3,690,540.00 (3/3 items)	
	Douglas White douglas.white@andbarr.co Ph 407-758-6509	Address 600 E Washington Street Orlando, FL 32801	
Agency Not	es:	Supplier Notes:	Head Attch:
f PPK		\$3,832,776.00 (3/3 items)	
,	tom kenney tkenney@uniteppk.com Ph 813-393-8564	Address 1102 N. Florida Ave. Tampa, FL 33602	
Agency Not	es:	Supplier Notes:	ead Attch:
f Aqua [Ad]		\$3,955,392.00 (3/3 items	s)
	Dave DiMaggio NewBiz@welcometoaqua.com Ph 727-687-4670	Address SAINT PETERSBURG, FL 33701	
Agency Not	es:	Supplier Notes:	Head Attch:
f Starmark		\$5,325,840.00 (3/3 items	)
Bid Contact	Jacqui Hartnett Ipuente@starmark.com Ph 954-874-9000	Address 210 S. Andrews Fort Lauderdale, FL 33301	
Supplier Code	e VC0000039094		
Agency Not	es:	Supplier Notes:	Head Attch:
f Fuseidea	s	\$5,820,000.00 (3/3 items)	
Bid Contact	Dennis Franczak dfranczak@fuseideas.com Ph 617-776-5800 Fax 617-776-5821	Address 8 Winchester Place Suite 303 Winchester, MA 01890	

Qualification	ns SB	County Commissioners			
Agency Notes:		Supplier Notes:	Head Attch:		
f Relebrar Bid Contact	nd Roberto S Schaps roberto@relebrand.com Ph 305-476-3536	\$6,480,000.00 (3/3 items Address 800 Douglas Road La Puerta del Sol, Suite 230 Coral Gables, FL 33134	5)		
Agency No		Supplier Notes:	Head Attch		
Pace Co	mmunications Group, Inc.	\$8,332,200.00 (3/3 it	tems)		
	Julie Bricker julie@paceadv.com Ph 561-931-2639	Address 7301 North Federal Highway Studio B Boca Raton, FL 33487	,		
Bid Notes	d Notes All monthly flat fee pricing includes costs for agency time and production costs. The GFLCVB will not be billed for agency hours that are not utilized.				
Agency No	tes:	Supplier Notes: All monthly flat fee pricing includes costs for agonized time and production costs. The GFLCVB will not billed for agency hours that are not utilized.	ency	Head Attcl	
f ModOp		\$9,480,336.00 (3/3 in	tems)		
Bid Contact	Nicole Taic nicole.taic@modop.com Ph 786-615-6720	Address 444 Brickell Ave Suite 900 Miami, FL 33131			
Bid Notes	Please note: Under the Year 1 field, years.	we attached our response that will cover all three			
Agency No	tes:	Supplier Notes:  Please note: Under the Year 1 field, we attache response that will cover all three years.	ed our	Head Attcl	
f Nobox N	Marketing	\$9,655,092.00 (3/3 if	tems)		
	Santiago Mas santiagomas@nobox.com Ph 786-427-5900	Address 3390 Mary Street MIAMI, FL 33129			
Bid Notes	Thank you for the opportunity to participate in this first round of the RFP! As South Florida locals and passionate advertising professionals, it would be an honor and a pleasure to work in partnership with you.  After we got a positive response in the Q&A section, we decided to prepare a deck as our reply to the Evaluation points instead of a Word or Excel file, as we thought it would better illustrate our capabilities. The file is called: "NOBOX PROPOSAL I GFLCVB Bid #GEN2116476P1 - Advertising Agency Services.pdf"  As requested in the Q&A section, we uploaded the Local Presence Form as one of the check boxes didn't exist in the digital form (BidSync).  Looking forward to receiving your comments and next steps. Feel free to reach out with any questions or additional request.  Warm Regards and Miles of Blessings,				
	The Nobox Team.				

		County Commissioners	
f BVK	Mary DeLong	round of the RFP! As South Florida locals and passionate advertising professionals, it would be honor and a pleasure to work in partnership with After we got a positive response in the Q&A sective we decided to prepare a deck as our reply to the Evaluation points instead of a Word or Excel file, thought it would better illustrate our capabilities file is called: "NOBOX PROPOSAL I GFLCVB Bid #GEN2116476P1 - Advertising Agency Services As requested in the Q&A section, we uploaded to Local Presence Form as one of the check boxes exist in the digital form (BidSync).  Looking forward to receiving your comments an steps. Feel free to reach out with any questions additional request.  Warm Regards and Miles of Blessings, The Nobox Team.  \$10,499,999.76 (3/3 items)	n you. tion, e as we The .pdf" he didn't
r	Mary DeLong mary.delong@bvk.com Ph 813-251-0398	Address TAMPA, FL 33606	
Agency Note	es:	Supplier Notes:	ead Attch:
f Paradise	Advertising	\$10,499,999.76 (3/3 items	)
	Rudy Webb rwebb@paradiseadv.com Ph 727-821-5155	Address Saint Petersburg, FL 33701	
Agency Note	es:	Supplier Notes:	Head Attch:
f Lightship	Studios	\$23,514,984.00 (3/3 items)	
	Andrew Perrott andy@lightshipstudios.com Ph 954-621-1350	Address 4030 NE 6th Avenue Oakland Park, FL 33334	
Qualifications			I
Agency Note	es:	Supplier Notes:	Head Attch:

## PPK

Bid Contact tom kenney tkenney@uniteppk.com
Ph 813-393-8564

Address 1102 N. Florida Ave. Tampa, FL 33602

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2116476P101-01	Flat Fee Services - Year 1	Supplier Product Code:	First Offer - \$103,335.00	12 / month \$1,240,020.00	Υ	Υ
GEN2116476P101-02	Flat Fee Services - Year 2	Supplier Product Code:	First Offer - \$106,435.00	12 / month \$1,277,220.00		Υ
GEN2116476P101-03	Flat Fee Services - Year 3	Supplier Product Code:	First Offer - \$109,628.00	12 / month \$1,315,536.00		Υ

Supplier Total \$3,832,776.00

#### PPK

Item: Flat Fee Services - Year 1

## Attachments

PPK\_GEN2116476P1\_Final.docx

PPK Balance Sheet 2017.xlsx

PPK Balance Sheet 2018.xlsx

2016 1120 Tax Return\_PPK.PDF

2017 1120 Tax Return\_PPK.pdf



#### Bid #GEN2116476P1

#### **Cover Letter**

PPK is excited to submit this Request for Proposal for Advertising Agency Services. We believe we are the best agency partner to collaborate with the Greater Ft Lauderdale CVB team to reach visitors in new and breakthrough ways. Our experience creating local, regional, national, and international media and communications plans that engage with consumers—and more importantly, drive action—is unparalleled over the past 15 years. Additionally, the work we developed on behalf of Visit Tampa Bay, identical in Scope of Services, helped thrust that organization into the global travel spotlight. The multi-platform work we created for VTB, in close collaboration with their other partner agencies, was a shining example of strategic communications planning across all channels that delivered maximum return on investment.

As a DMO, we know at the end of the day your main objective is to build brand awareness, and grow consideration and intent to visit—with the ultimate goal of driving visitation. Every strategic decision we make as an agency is guided by these principles. We balance this understanding with a laser-sharp focus on aggressively marketing the destination with a retail-minded, call-to-action approach. By leveraging the diversity and uniqueness of the destination as proof points and "reasons-to-believe," we can bring the GFLCVB brand story to life in new and compelling ways to all audiences and niche markets. We do all of this without losing sight of the importance of gaining the trust, loyalty, and allegiance of the local residents and industry partners. In fact, these might be the most important alliances to forge, given that our brand positioning and voice is rooted in Greater Ft Lauderdale. We will help GFLCVB craft and cultivate a motivating and compelling strategic platform everyone in the area can rally around.

Our tourism experience aligns perfectly with the goals, objectives, and scope of services outlined within the pages of this RFP, and developing campaigns scalable to both domestic and international markets is in our wheelhouse. Our expertise and commitment to research and delivering insight-driven media strategies has helped PPK achieve multiple strategic excellence and internationally-recognized creative awards, including a Jay Chiat Award for strategic excellence in media planning for our launch of LEGOLAND Florida's hotel. We are confident no other Agency responding to this RFP will have the breadth and depth of personnel, capable of delivering against the media and strategic needs of GFLCVB as PPK. Given our multi-disciplinary staffing approach, our team can bring the highest level of thinking and insights to the table—all resulting in maximum planning and buying output. Additionally, our Accounting specialists have a tremendous amount of government billing experience, given our tenure with large State

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accounts like the Florida Lottery and the Department of Highway Safety and Motor Vehicles. We are accustomed to paying all expenses in advance of reimbursement as well as fully transparent Accounting practices that accommodate annual audits of all billing.

In closing, we believe we are the most well-suited agency partner for GFLCVB, and are staffed to flawlessly deliver all functions and deliverables. Our Agency Mantra is Create Work That is Seen and Talked About, and that is exactly what we will do in collaboration with GFLCVB.

#### **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.

#### Key Personnel – Project Manager:



Rey Futch
Account Director
Agency Experience: 12 years
Tenure with PPK: 5 years

As Account Director at PPK, Rey is responsible for overseeing and executing strategic marketing and branding campaigns for a wide range of clients and categories, from GTE Financial and Pinch A Penny Pool, Patio and Spa, to LEGOLAND Florida and Visit Tampa Bay. She closely collaborates with all agency departments (creative, production, media, digital media, social media, web, and traffic) to ensure client goals and objectives are exceeded on all campaigns.

Rey excels in digital media strategy, campaign implementation, management, and in-depth analysis—including all forms of digital, from programmatic digital display and OLVs to OTT and SEM. She has extensive knowledge of Search Engine Marketing, and is Google AdWords Certified. During Rey's tenure at PPK, she has strategically managed over \$10MM in digital campaigns—successfully meeting or exceeding all KPIs.

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Rey is also well-versed in television, radio, video, and photography production. She works closely with PPK's production company, Contender Productions, to plan and produce awardwinning television and radio commercials, as well as online videos.

Prior to PPK, Rey was a Senior Interactive Project Manager at FKQ Advertising and Marketing, working on global brands such as Hertz Car Rental, Dollar Rent-A-Car, and Thrifty Car Rental, as well as Transitions Optical and World of Beer. She managed all stages of digital project lifecycles including initial strategy and scope planning, budget allocation, timeline development, business requirements, and reporting.

Rey graduated in 2006 from The University of Tampa with a Bachelor of Arts in Government and World Affairs.

#### Media Planning and Buying – Key Personnel:



Liz Phelps
Managing Partner Integrated
Media
Agency Experience: 15 years

Tenure with PPK: 7 years

Liz has over 15 years of experience. Her career started in New York, where she worked for a variety of top Global agencies such as Mediaedge, CIA, and Zenith Media.

After working in New York for many years, Liz took her talents to Amsterdam, where she worked as the Global Media Manager for Phillips. At Phillips, Liz managed ATL media planning and buying (both B2C and B2B) internationally.

Liz has gained valuable marketing experience over the years by working on a variety of clients such as Astrazeneca, JP Morgan Chase, The Campbell Soup Company, Weight Watchers, and The Scotts Miracle-Gro Company. Over the past 5 years her focus has been on travel and tourism, namely LEGOLAND, Visit Tampa Bay, and Midway North America Attractions (Madame Tussauds, Sea Life Aquarium, LEGOLAND Discovery Center, San Francisco Dungeon).

3 |





Andi Weinberger Associate Media Director Agency Experience: 7 years Tenure with PPK: 7 years

A native of Saint Petersburg, FL, Andi graduated from the Zimmerman Advertising Program at the University of South Florida in May 2012 with a major in Mass Communications-Advertising and a minor in Psychology.

Andi broke into the industry as an intern for PPK's media department, however, what started as an internship quickly grew into a thriving career as she worked on top PPK media accounts spanning categories like QSR, fitness, non-profit, and traveltourism.

Although Andi has worked across many different categories, her niche is travel and tourism, where she has worked on LEGOLAND Florida, Visit Tampa Bay, Lowry Park Zoo, The Florida Aquarium, and Midway North America Attractions (Madame Tussauds, Sea Life Aquarium, LEGOLAND Discovery Center, San Francisco Dungeon).

Her passion lies in media planning—she thrives on understanding both the category and the consumer insights that drive successful media strategy.



Ariel Williams
Media Buying Supervisor
Agency Experience: 12 years
Tenure with PPK: 2 years

Ariel has over 12 years' experience in negotiating, buying, and managing television, digital (display, video, and mobile), radio, and cable for both General Market and Hispanic local and nationwide. During this time, she has worked with clients in diverse industries, including tourism, retail, grocery, and automotive.

As Broadcast Buying Supervisor at PPK, Ariel oversees all media broadcast buying for all client accounts. She is responsible for managing and supervising all media negotiations and program placement based on client goals, budget, and the broadcast industry to ensure all clients' goals are met or exceeded. She currently works on brands such as Florida Lottery, LEGOLAND Florida, LEGOLAND Discovery Center, Pinch A Penny, and Metro Diner.

Prior to PPK, she was a Senior Media Buyer at 22squared in Tampa, FL, where she evaluated, bought, and placed traditional and non-traditional media resulting in efficient sales and strong



posts. In addition, she created and identified added value packages to improve client media campaigns and maximize impact. She has worked on brands such as Publix Supermarket, Southeast Toyota, Buffalo Wild Wings, Shoe Carnival, Orlando Convention and Visitors Bureau, Jackson Hewitt, and Baskin-Robbins.

#### Digital Media - Key Personnel:



Nicholas Stoeckle Director: Digital & Social Media Agency Experience: 6 years Tenure with PPK: 6 years

Nick began joined PPK as a Digital and Social Media Strategist, where his roles and responsibilities included managing and deploying social media content, digital media buying, and overall strategy and analytics for clients' social media platforms. Since then, he's helped grow the digital department to almost a dozen people, and now manages a team of five social media managers, two web developers, and five programmatic digital specialists.

Before graduating from Florida State University in August 2011, Nick started Wordio, a technology-focused company aimed at developing an audio layer that sat over top the internet. The mission was to establish efficiencies in day-to-day analog tasks while increasing intelligence. As Chief Design Officer, he focused on user experience as well as frontend development and design, developing all of the wireframes and visual designs for the mobile and desktop application.





Sarah Morris Manager, Digital Investment Agency Experience: 6 years Tenure with PPK: 5 years

Sarah started her tenure at PPK as a Jr Digital Media Planner, but has since moved into her position as a Digital Media Manager. The majority of her time is dedicated to developing Digital Campaign strategies designed to increase an advertiser's Return on Ad Spend (ROAS). This includes monitoring emerging trends, forecasting goals, managing budgets, analyzing data, and reporting on performance to ensure client goals are met. She graduated from University of South Florida's Zimmerman Advertising program with her Bachelor's degree, and works mainly on Travel & Tourism, Resort, and Theme Park brands.

Brand Experience includes: LEGOLAND Florida, Midway North America, The Florida Aquarium, Visit Tampa Bay, The Florida Lottery, DHSMV, Metro Diner, GTE Financial, Pinch A Penny Pool, Patio and Spa, Big Cat Rescue, Children's Miracle Network, Lowry Park Zoo, Pine Creek Sporting Club, Palm Beach Motors, and YouFit.

#### Account Management & Executive - Key Personnel



Tom Kenney Owner + President Agency Experience: 24 years Tenure with PPK: 13 years

In 2004, Tom's passion for smart, creative work that gets noticed led him to start PPK. His background is visual—he began his career as a fine artist—and leads the development of innovative concepts with both his sense of artistic aesthetic and his strong strategic thinking. Tom is involved in all aspects of the agency to ensure the work always meets client expectations. Tom's pursuit of perfection drives not only PPK's strategic vision, but our clients' bottom lines.

Prior to PPK, he was the Creative Director at Ignite Creative where he was responsible for all creative development and execution, while also managing client relationships and print production. He started out his career as the Creative Director for Davis Advertising where he oversaw the creative development and execution of advertising for clients such as PODS, Isuzu, Bobby Grace Putters, and Bethel Farms, among a handful of other brands.

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Garrett Garcia
Vice President + Business Insights
+ Strategy

Agency Experience: 16 years Tenure with PPK: 13 years Garrett began his tenure with PPK in May of 2005 as an Account Executive overseeing all print, out-of-home, broadcast, and non-traditional work for all of the Agencies clients. As PPK grew, his role evolved to include a broad range of duties such as strategy development and implementation through all stages of the creative process (including production supervision).

Currently, as VP of Business Insights and Strategy, Garrett is responsible for all research management, data interpretation, and strategic development to help guide the communications planning process. Working closely with clients and third-party research partners, he builds differentiating brand positioning platforms that help drive results. Working collaboratively with PPK's Creative and Media teams through all stages of the planning and implementation process, Garrett oversees all client relationships and Agency operations.

Prior to PP+K, Garrett worked as an Account Executive at Westwayne, Inc. where he serviced all aspects of day-to-day management for Marriott Hotels & Resorts, including, but not limited to, monthly billing, job opening and management, and production.



Jesse Vahsholtz Group Account Director

As a Group Account Director at PPK, Jess oversees multiple Account Management teams while also playing a leadership role in brand strategy development, research, campaign development, analysis, and budgeting. He leads his clients' initiatives through the agency to ensure the right resources are utilized to deliver strategic and breakthrough results.

Over his 10 years at PPK, Jess has managed comprehensive campaigns for the Tampa Bay Rays, ASPCA, Tires Plus, and Florida Department of Highway Safety and Motor Vehicles, among many others. He has planned and managed every step of the creative process, from strategy through execution (including production), and has worked with all agency departments and personnel to help deliver client solutions that continue to outperform expectations.

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Agency Experience: 14 years Tenure with PPK: 10 years

Prior to PPK, Jess worked at Bernstein-Rein in Kansas City. In his move to PPK's Account Management team, he brought with him nearly four years of experience managing Direct Response and CRM campaigns for USAA Financial Planning and Retirement Services, Payless ShoeSource, and Keiser University. It was his one-to-one marketing experience that helped launch and grow PPK's Direct Marketing capabilities across consumer data, analytics, segmentation, and CRM.

#### <u>Creative & Production Services – Key Personnel</u>



Dustin Tamilio
Executive Creative Director
Agency Experience: 14 years
Tenure with PPK: 4 years

Dustin is an idea machine. A craftsman. He creates, directs, and isn't afraid to get his hands dirty. Thinking critically and solving problems through collaboration and experimentation is how he likes to work.

His specialties are broadcast, concept development, art direction, and design for traditional, digital, and nontraditional spaces. Dustin is also a killer storyteller and creative strategist. He writes, but will never claim to be a writer. His work has been honored by Cannes, The Clios, LIA, Webbys, EFFIE, and One Show.





Paul Prato
Group Creative Director
Agency Experience: 23 years
Tenure with PPK: 6 years

As Group Creative Director, Paul oversees creative and creative strategy efforts for the agency's larger clients. Paul brings his philosophy of great work by any means necessary to every campaign he oversees, along the way garnering numerous national awards and appearing in publications like Adweek, AdAge, Creativity, Graphis Advertising, and more.

Paul has over two-decades in the agency world. Prior to PPK, he most recently worked for over a decade at Bernstein-Rein Advertising where he helmed campaigns for Kansas City CVB, Wal-Mart, Time-Warner Cable, Hostess, and McDonalds.



Chanse Chanthalansy
Production Executive
Agency Experience: 20 years
Tenure with PPK: 12 years

An artist for life. His journey as a thinker has earned him many titles: Interactive Media Director, Multimedia Director, Creative, Visual Director, Senior Editor, Visual Effects Supervisor, New Technology Consultant, Director, Post Production Director and the list goes on and on.

Chanse leads and directs PP+K's Brand Elements, inclusive of web development, programming and all production – from previsualization to direction to edit + finishing. He describes himself as the character "House," except Chanse doesn't use a cane and he hates hospitals. Chanse likes to think of himself as a true artist. One who enjoys everything in life and drawing the concept of art into everything he does. Known as "The guy who made the animatic for Sweetbay's 'Kaleidoscope' launch campaign," Chanse has been a part of PP+K since the beginning, and will be here forever...that is if DreamWorks stops calling him with job offers.





Lauren Houlberg Supervisor of Production & Post Production

Agency Experience: 8 years Tenure with PPK: 2 years As Supervisor of Production & Post Production, Lauren oversees all aspects of production and post-production process and workflow. She also manages the post-production team and sets goals for project completion dates. An important part of her job is generating and managing production and post-production budgets. She works closely with clients to ensure needs and deadlines are met.

Lauren is also responsible for negotiating, hiring, and maintaining relationships with production and post-production vendors and contractors. This includes overseeing and scheduling client meetings, screenings, internal meetings, and the management of production invoices and accounting.

Prior to working in production, Lauren worked as an agency Account Executive, working exclusively on Broadway show advertising.

#### **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.

PPK's capabilities for implementing an overall campaign strategy is proven by an award-winning track record of client work regionally, nationally, and internationally. Our philosophy is that great creative must always be grounded in great strategy, and PPK has twice won the Jay Chiat Award, which is an award presented by our trade association, the 4 A's, for campaign strategic excellence. But perhaps the award we are most proud of is the 4 A's O'Toole award, which is not awarded on the creative merits of a single campaign or client alone, but rather on the agency's body of work. At the end of the day, awards are great, but in our case, award-winning work continues to drive big results for our clients—and this commitment to strategic and creative excellence is what we offer GFLCVB.

**Integration:** PPK has a full-service ad agency structure consisting of Strategy, Account Management, Media Planning and Buying, Creative, Digital, and Social Media departments. In addition, we have the unique benefit of complete Broadcast and Photography production and post-production capabilities,

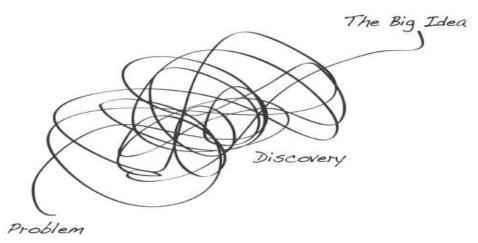
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through our in-house production company, Contender Productions. PPK has built this agency structure for the sole purpose of maximizing the efficiency and collaborative potential between our clients and our agency. Our team, outlined below, is equipped for a truly full-service approach to GFLCVB business.

- No subconsultants would be used, unless such case that qualitative or quantitative studies become necessary through formal request from GFLCVB as an Optional Service.
- PPK has also identified a subcontractor, Moore Communications Group (MCG), a Public Relations agency, we would tap for services based on the expressed scope of the Adverse Impact Services Optional Service listed in the Scope of Services. This relationship is defined further in Section 7 of this RFP response.

**Message Platform & Strategy Process:** We have used the below to depict our creative process—with the belief that the "big idea" can come at any point of the strategy and developmental process.



While this process visualization may appear to some as haphazard, it is simply meant to articulate that our creative discovery process is anything but formulaic or templated. Rather, it is a collaborative, expressive, and deeply explorative stage of insight gathering and interpretation, cultural dissection, and honest brand assessment that ultimately delivers the strongest big strategic idea. Rest assured PPK has a formal proposed approach to strategy and message development which we have used working with a number of clients over the years. This approach, outlined below, helps us work with our clients to determine communications platforms based in real data and insight. Using existing client resources (data), Agency planning tools, and third-party research partners (as resource allotment and scope allows), PPK uses a variety of approaches to meet our clients' strategic development goals. The process is built based on the specific resources and needs of each client, but the goal is the same in all cases—to develop a communications platform and brand identity that can help inform a "big idea" that is true,



differentiating, and appealing in order to rally all communications planning and teams behind it. The following outlines our approach, which we would use as an outline to guide our work with GFLCVB:

- PPK's strategic process begins with a commitment to foundational research and insights:
  - We begin with a Target Audience Segmentation (quantitative)
    - We also have a variety of Media Planning tools (itemized in Section 2.3 below) which help us validate and quantify the Target Audience profile from a demographic and psychographic standpoint
  - We then deliver a Target Audience Mindset to be used as the baseline for further positioning and creative development (qualitative)
  - Using surveys, we identify purchase-decision makers and barriers, to understand a thorough picture of the consumer journey (quantitative)
  - We perform a Territory Analysis—this can take many different forms based on the client/category, but generally it's about understanding the various emotional and/or functional territories the category competitors consume. This process allows us to determine "white space" within the category to differentiate and position the client's brand or campaign message for success. (qualitative)
- With foundational insights and strategy in place, the developmental process begins. This
  involves both Strategy and Creative departments in order to craft positioning concepts and
  topline messages that build off the insights from the foundational work. This stage can vary
  between the composition of various positioning opportunities, to the conception of "the big
  idea" itself.
- Developmental research and insights help test and validate the brand's positioning and the creative opportunity:
  - Consumer Focus Groups (qualitative): These sessions are held to obtain proof of concept of brand strategy or message.
  - Consumer Surveys (quantitative): These surveys can take a wide range of forms, but for the purposes of brand or campaign strategy, we use these to quantify the consumerlevel engagement metrics of the brand's positioning to clearly understand purchase intent, uniqueness of the brand/campaign, believability, appeal, relevance, and clarity. These metrics help us paint a more quantifiable understanding of the opportunity in a brand or campaign platform and message. We have also used Consumer Surveys to measure and rank specific claim messages, brand attribute messages, and/or promotional/offer-based messages to help inform brand/campaign reasons-to-believe.

While this strategic process in its full form is very involved and thorough, time and budget don't always allow for this robust of a commitment to studies and research deliverables. We have leveraged it for



brand planning and communications planning, as well as the delivery and validation of the "big idea" behind multi-channel advertising campaigns. However, in cases where strategy and campaign development are extremely time-sensitive, we leverage the integration of our agency, our tools, and our experienced staff to lean on these strategic principles in order to develop thinking and campaign plans based on the needs of our clients (or our proposals).

**Media Planning + Channel Strategy:** We know the success of a campaign is driven by a combination of great strategy, bold creative that is seen and talked about, and a smart media plan that uses the right strategies to put our powerful message in front of the right audience at the right time. In regard to driving visitation to Greater Ft Lauderdale, awareness will be key to our success, as we see it as our way to both create consideration, and to engage in an on-going conversation with those who have experienced what is great about visiting Greater Ft Lauderdale. In addition to awareness, it is critical to deliver messaging during the "inspiration" phase of the consumer journey. Our creative communications have to leverage the right channels for the right purposes in order to drive our audience from awareness to consideration and to conversion.

At PPK, we take a consumer-centric approach to channel strategy and communications planning in order to determine the most effective and efficient combination of channels across the consumer's decision pathway.

There are three key phases within our communications planning process: Discover, Develop, and Measure

- **Discover** and pinpoint qualitative insights along the consumer's decision journey to unlock what drives consumer engagement and brand communications during key moments of truth.
- **Develop** a strategic communications plan that assigns the most relevant touchpoints and considers the most efficient mix and timing across paid, owned, and earned channels. Set benchmarks for interaction and involvement by mapping where consumers interact with the brand across these channels.
- **Measure** where and how the interaction correlates with business results, ensuring all media maximizes ROI and consumer involvement within and across channels.

It is important to create compelling consumer experiences in which touchpoints across all media interconnect—not simply a rotation of messages. This requires innovation and creativity and is our key to success in delivering business outcomes. As considerations for brands increase, purchase decision making is extended into new areas on and offline.

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We pride ourselves in being agile enough to make all communications responsive to consumer discussions about the brand and the category. Brands must connect to the consumer during every point of the purchase pathway—this requires a diversification of the communications and channel mix to engage with consumers in new ways.

PPK believes there is a strong relationship between paid, owned, and earned media.

### PAID

Paying to leverage the power of a channel to deliver a message that drives to another type of media.



- Media strategy & channel planning
- Buying, optimization and reporting of all paid media
- Competitive analysis
- SEM (PPC)



## OWNED

Dynamic content in a controlled environment. Set up as a repeatable, value-add experience.



# EARNED

The consumer as a channel. Built through engagement, conversation and content sharing.

- Recommendation of
  - earned media Social
  - Buzz monitoring
  - Blogger outreach
  - Viral seeding & distribution
- Recommendation of owned media
- Content development
- Mobile applications
- Sponsorship & partnership programs
- SEO
- Events

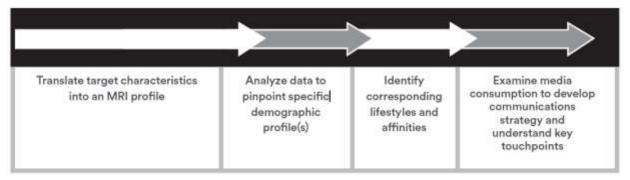
We firmly believe that media strategy must be rooted in research—both consumer insight, and an indepth understanding of the category. Our thorough consumer investigation process provides research for understanding our client's target audiences, and more efficient pathways for reaching and interacting with them.

PPK leverages top industry tools for deep target insights, in order to build audience profiles. Using GFK MRI's Survey of the American Consumer, sent to 226 million adult consumers, we have access to a sample size that projects total US, but also has the ability to analyze data on a market-by-market basis. The survey's database examines Media Usage, Demographics/Psychographics, and Consumer Behavior—including the actions and motivations of consumers.

This process, illustrated in its simplest form below, provides research for understanding target audiences, and more efficient pathways for reaching and interacting with them.

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Our understanding of our target's "barriers to visit" guides our media recommendation. When we discuss "barriers" from a consumer perspective, we are able to prioritize and focus communication objectives and create a stronger communications plan. After laying out the target's barriers, we can identify strategic ways to break those barriers. We determine what actions are needed to help the brand address the barriers, articulate the communication requirements, and define communication tactics.

We also use Kantar competitive data to analyze competitor's media spends and glean insights for planning. Kantar data provides a variety of reporting tools, from deep dives to at-a-glance dashboards, to cross media analysis run at a macro, or industry, level all the way down to individual products. Because competitive insight is necessary to drive annual media strategy, PPK provides annual data fees within our scope. Weekly, Monthly, or Quarterly monitoring is also available, at an agreed upon fee, as necessary based on client needs.

Our industry-leading tools are used to make analytics-based decisions which drive value for our clients. These tools aid in objective setting, channel optimizations, and measurement.

One of our primary planning tools is Commspoint. It is an impact-based planning tool that helps us determine the optimal media mix against our defined target audience and delivers insights into the power of touchpoints towards a campaign to ensure the most effective and efficient schedule that delivers on business goals. It allows us to rank channels (paid, owned, earned) based on unique brand and environment criteria to optimize and compare channel plans while taking into account information about the brand position, brand strategy, the target, and the different abilities of channels (impact, costs, reach).

See further detail about the tools we use to deliver added-value in Section 2.3 and how we use them to:

- Determine the most effective channel mix
- Combine channels and project the multi-channel reach potential
- Determine the optimal media mix against our target audience using sophisticated modeling tools

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- Maximize reach through channel enhancements like TV daypart mix optimization and behaviorally targeted programming selection
- Determine campaign flighting for maximum reach
- Negotiate added value content, inventory, and opportunities at no additional cost.

Provide a sample timeline, for the entire agreement term, demonstrating the process/work program the Vendor would use to fulfill the marketing mission of the GFLCVB; describe major milestones related to planning, production and other recommendations.

Due to the nature of the entire agreement being a three-year term, there is a variety of process that would apply to how we approach the timing and service of the GFLCVB account and the support of its mission. In short, our timeline is customizable to a large degree in order to cater to the needs and goals of the GFLCVB. Knowing that there are Initial Branding Services to apply, this scope and timing would heavily influence the greater timeline. With this in mind, we have provided timing parameters for the basic functions by department, so that there is a baseline expectation on process toward the Scope of Services.

Or course, PPK would be willing to update and finalize timeline through follow-up presentations and negotiations as needed.

**Onboarding:** 2-3 weeks to include Initial client and agency team meetings, cursory media and creative briefings, and alignment to goals and objectives.

**New Branding:** It is understood that GFLCVB will be defining an Optional Service scope to develop and implement new branding for GFLCVB. As documented above, this can be a multi-step development plan and investment into various research initiatives. The timeline will be entirely driven by the existing resources available, and ultimately the parameters provided in the scope of this Optional Service. PPK would be happy to evaluate existing resources, brief and align to goals and strategic objectives, and collaborate with GFLCVB to build this timing and scope together. Collaborative scope planning: approximately 2-3 weeks. Delivery of new branding for GFLCVB is to be determined on scope.

#### Media Planning, Planning and Buying:

Initial Media Services:

- Delivery of a final Media Brief between client and agency: 2-3 weeks.
- Initial communications strategy including media recommendation: 6-8 weeks
- Media negotiations and buy recap presentation: 6-8 weeks
  - Buy recap includes all buy details including but not limited to: spend, GRPs, networks/stations, programming highlights, partnership details, added value details, negotiations summary

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 Media can begin placement and creative trafficked in as little as 3-5 days after approval of buy recap

There are some projects that come up throughout the year like media requests and agency point-of-view requests (POVs). For ongoing initiatives, please assume the general timelines below:

- Supplemental media buys: TBD (depending on complexity)
- Media POVs: 1-2 weeks from request (depending on complexity)
- Media inquiries: will be responded to within 24 hours

#### **Creative Services:**

Initial Branding Services: TBD based on scope Creative Exploratory:

 This is a service PPK provides to deliver topline concept or promotional ideas based on a set campaign brief, and is considered a major cross-team approach to developing "the big idea" for the campaign. Its result is concept options, that are portrayed in key media channel formats.
 Upon alignment to selected concept, PPK then begins tactical build-out and deployment of the creative work. Timeline: 5-6 weeks from when campaign brief is agreed upon.

#### **Tactical Creative:**

• From print, to out-of-home, to digital display banners, and collateral, a Project Brief is used to define the purpose, objectives, and specifications of each tactical deliverable. Timelines vary a lot based on the content of the project brief, but PPK is typically executing most tactical creative work within 2-3 weeks—faster depending on whether the deliverable is a version, or extension of existing campaign work. PPK's Account Management team would be sure to align to all creative timelines with client at time of briefing and Work Authorization.

#### **Production Services:**

Audio/Video production timing is always driven by the needs of the concept and the production tactics needed for execution. But generally speaking, at the time of script approval, our Production team typically needs 3-4 weeks for pre-production planning. The shooting days are driven by the execution, but all efforts are made to conduct production in consecutive days for the maximum cost efficiency for cast and crew. This can range from 1-2+ days of shooting depending on the production needs.

#### Post-Production:

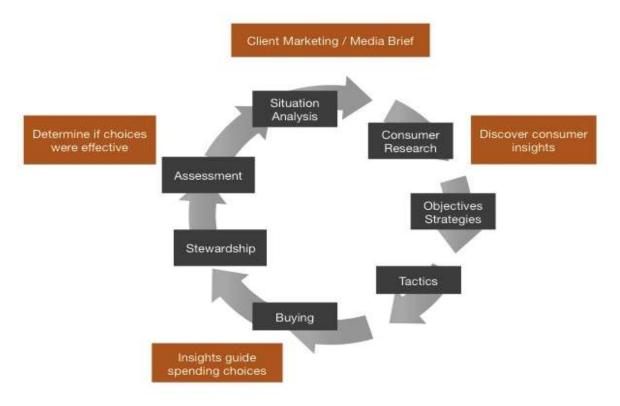
This is also heavily dependent upon the concept and execution needs (i.e. heavy graphics and effects drive longer timelines than editing alone), but PPK produces hundreds of spots per year for its clients, and our fully staffed post-production team is accustomed to turning around a spot in as little as four weeks from the date of production. Again, PPK's Account Management team would always provide the client with anticipated timing expectations for each post-production deliverable.



#### **On-Going Media Stewardship and Brand Planning:**

PPK understands that a campaign is only just beginning once the plan has been finalized and the buy is in place. There is a fully-staffed team of media experts who work diligently throughout the annual plan to reconcile, track, and report the effectiveness of the campaign in lock-step with the Account Management team and the client team. While all of the above could happen on an annual basis, the annual planning process would typically begin approximately 5 months in advance of the anticipated start date of the annual plan.

The below visual articulates the systematic approach that guides our performance-based process for media planning and buying:



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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.

As further defined in Section 7 below, PPK has staffed a full-service team based on the initial Scope of Services shared for the RFP. The goal of this staffing is to be available and retain a full-service team that can meet the needs of the scope and help manage the internal team to the estimated monthly hours the staffing model has produced by department. Account Management and Media departments are recurring service-based projections based on the scope and the size of the projected media budget. The Creative department is also staffed to retain talent for the support of the scope, and is more easily allocated by creative deliverable if needed. Staff hours would be tracked per the contractual terms and reported and billed monthly, not to exceed the Flat Rate Fee.

If hourly billing becomes necessary (i.e. Optional Services), PPK's Account Management team would work with the client to estimate hourly allocation against any authorized work in advance of the project. With these estimates, we assume two rounds of revisions per deliverable prior to final release. This helps keep projects within original scope through client revisions. PPK then tracks hours by job number, and would bill actual hours at the completion of any Optional Services or Reimbursable Expenses that become necessary of the course of the agreement. If actual hours are lower than estimated, the value of the invoice would come in under budget. If hours accrue up the point where execution is at risk, the Account Management team will use weekly client status meetings and/or direct correspondence to notify the client. Additional estimates can be created on an as needed basis, but the goal of all projects would be to finish at or under the original estimated value of the scope. Over time, PPK's Account team will be able to use historical hourly actuals on similar projects to optimize cost estimates based on past precedent.

With this full-service team, PPK will be prepared to support the GFLCVB scope in full. Below are examples of the agency's creative portfolio that has been produced using this same staffing model approach.



#### 2.1. Creative Portfolio:

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).

**Tires Plus:** We've recently launched a campaign for Tires Plus, one of America's largest tire and automotive retailers, owned by Bridgestone. For over 11 years we have partnered with Tires Plus, over which time we have created more than a half-dozen campaigns, all being recognized nationally and internationally as leading campaigns in their industry.

This most recent campaign work is especially important to us, as it is built upon a strategic foundation guided by the largest research undertaking in the company's history—all based upon PPK's recommendations, guidance, and data interpretation. Beyond the baseline over-indexing of consumers' distrust and skepticism, we found a new nugget of consumer insight that was previously unearthed. This universal truth is that overwhelmingly, people who rely on auto repair shops and retailers feel a genuine lack of control when it comes to the care of their own vehicle. In fact, the large majority of people actually feel taken advantage of and left in the dark. So, we used this insight as the central force behind our new Tires Plus brand positioning—"Car care that puts you in the driver's seat." This new positioning is not only differentiating and consumer-centric, but has led to some of the most unique and breakthrough work in the category. This work is being used throughout online video, direct mail, OOH, social, and their website.



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The Florida Aquarium: PPK has worked with the Florida Aquarium for over 13 years. Over that time, PPK has produced numerous brand campaigns and promotional campaigns throughout the year to help create awareness and drive attendance to the Aquarium's marquee events. PPK's Florida Aquarium creative is perennially showing up in national and international design and advertising award showcases, including over a decade straight in Graphis.













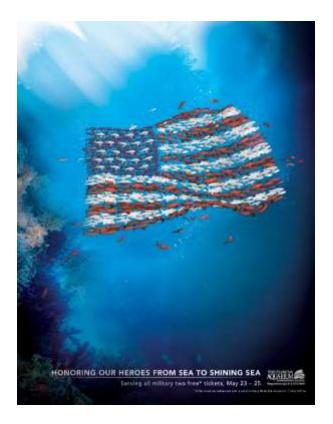


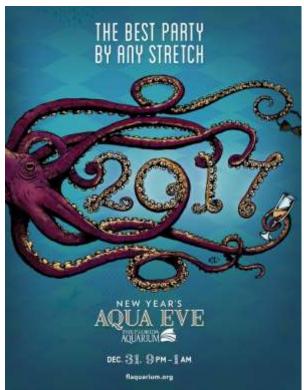












**Pinch A Penny:** Pinch A Penny, a regional pool supply and pool service retailer, has been working with PPK for over 4 years. Over that time, PPK has helped launch a massive e-commerce website, taken the brand into new awareness venues through online video and heavy digital presence, and re-branded its in-store point-of-sale materials.



#### Website:



#### In-store:





# Watch Pinch A Penny's newest OLV campaign, and a unique :05 TV Pod placement here:

# https://www.dropbox.com/sh/orxc9pguxa27iu3/AADb79J9pxG5J8hL1T2v 7OCa?dl=0

Below, you will see specific creative examples within the case studies for each of the clients which we are providing as references to this RFP, including the Florida Lottery and LEGOLAND Florida.

b. Provide tourism case studies that measure return on investment (ROI) on work developed under the agency's existing executive or creative management. Note - no speculative creative work specific to GFLCVB will be considered in the RFP evaluation and ranking.

The first case study we'd like to present which measures a campaign's ROI within the tourism space will take you through the primary campaign work created on behalf of Visit Tampa Bay. In Q3 2013, Visit Tampa Bay was coming off a major brand overhaul and was looking to really make a splash to re-launch their new brand to the world. Our primary goals for this first "Winter Campaign" were to increase YoY visitation to the destination while building equity in the new *Authenticity* positioning—all while secondarily driving an increase in website traffic by +15%.

We knew that launching what was essentially a new brand in 12 primary feeder markets across North America and increasing YoY traffic to our destination was going to be no small feat. A limited budget made it necessary for our communications plan to be extremely targeted and ensure that we engage the traveler at every touchpoint along their travel decision journey. The key to maximizing our budget would be leveraging our owned channels to encourage sharing, thereby driving valuable earned media.

When we evaluated the brand development index (BDI) and category development index (CDI) to determine the richest opportunity markets, we were able to point out a few flaws in the initial market selection. By honing in on the markets with the strongest BDI (vs. simply highest total volume of travel), we were able to reduce waste and make a stronger impact in the selected markets.

During our consumer research process, we found families made up the lion's share of our visitation. Continued visitation from this segment would be critically important to our success, so we wanted to ensure we didn't alienate them, but we also needed to clearly differentiate Tampa Bay from its nearby competitor destinations and give people reasons to believe our claims of authenticity. We saw an opportunity to grow incremental revenue by targeting younger, experience-driven audiences by highlighting our off-the-beaten-path attractions we coined our "gems."

We knew these *Culture-Seeking Couples* may or may not have kids, tend to be younger, social; enjoyed fine dining, arts, and theater; and most importantly, they are always looking for new travel adventures.



Their central access point for researching, planning, booking, and sharing their travel experiences was online, so we mapped out their online travel decision-making process to ensure we were engaging with and influencing their decision at every stage.

When we launched the Summer Campaign in early April, we looked inward to Florida drive markets where shorter trips during the hot months would drive most of our visitation. We focused our Communications Strategy on campaign touchpoints that engaged and activated the consumer to move further through the funnel to purchase, since they already were likely aware of Tampa Bay and didn't need to do a lot of research. We identified *Moms with Kids* as the primary travel decision-maker for their family's summer vacation, and analyzed her affinities, attitudes, and media consumption behaviors to uncover their pathway to purchase.

Since we knew they were likely already aware, the creative team developed a campaign focused on educating families on all the great "ways to play" in Tampa Bay. Our "Summer Playlist" seamlessly showcased partner deals and exhibits that enticed and prompted decisions to travel, and a Promotions Marketing and Strategic Partnership focus allowed us to not only stretch the budget, but to truly integrate into the daily lives of our audience within the programming they consumed on a daily basis. These deeply integrated TV and Radio partnerships allowed us to communicate with engaging, long-form messaging which included custom vignettes, in-studio interviews, contesting, and social interaction. Additionally, digital and paid social media, along with terrestrial radio, seamlessly integrated with the "Playlist" theme, actively engaging the audience and creating buzz among families—encouraging them to create their own Summer Playlist in Tampa Bay. We created custom content opportunities with families' favorite stations and personalities to form highly organic connections—showcasing their visits while implying endorsement. All while driving two-way engagement by encouraging sharing of playlists and experiences on our Social Media platforms.

The results were tremendous, with the Winter Campaign delivering well above expectation. We saw a 35% increase in YoY web traffic (+20% goal), driven largely by a digital click-thru rate that was 1.9x better than Travel & Leisure industry average. Our digital OOH flight alone, purchased entirely on a budget saved through campaign optimizations, delivered just under 5MM impressions. We also utilized third-party post-wave research, including a Dynamic Logic ad effectiveness study, which was negotiated at no charge. This report showed well above average campaign performance against all purchase funnel metrics vs. the Travel & Tourism category. The client's own Media Effectiveness study indicated our cost per aware household was only \$0.15 (vs. \$0.63 norm), and an overall campaign Gross ROI of \$64 for every \$1 spent. Both metrics considered excellent by industry standards. Overall, visitation to Tampa increased 4.5% YOY, while also driving longer stays (2.9 nights/visit vs. 2.6 nights/visit the year prior), all leading to an almost 13% increase in hotel room revenue.



### **SUMMER CAMPAIGN:**





Watch the :15 Summer Playlist TV spot here:

https://www.dropbox.com/sh/xfui08bft2nts6u/AAD6pnKRAiuO1qimrldpNTdqa?dl=0&preview=Visit+Tampa+Bay+-+Summer+Playlist+ 15.mp4

Our cross-channel, 360-degree approach for both Summer and Winter campaigns included social media, digital display, and online video—even employing a weather-triggered display message during winter!

### WINTER CAMPAIGN:





Targeted, stand-out wallscapes during Chicago's winter helped Tampa show through the cold.

Chicago train station dominations (Millennium & LaSalle) and branded street teams allowed us to interact with frozen commuters and convince them to visit Tampa Bay.











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# CASE STUDY: PPK helps Visit Tampa Bay go viral

https://shortyawards.com/9th/visit-tampa-bay-dolphin-viral-video

In January 2016, PPK was challenged by Visit Tampa Bay to develop a marketing initiative on a limited budget that would keep Tampa Bay top of mind amongst potential visitors. Our goal was to boost awareness of Tampa Bay as a travel destination by 10%, increase effectiveness of earned and paid advertising, and attract positive media coverage about Tampa Bay. The solution was to create an unconventional piece of promotional content with the power to multiply exponentially through earned and organic media.



### What made it so special?

With a nominal production budget, the most effective way to attract positive media attention to Tampa Bay was to create an *almost* unbelievable video with topical, brand-relevant content and work with an influencer to deploy it organically. Controversy immediately ensued over whether the event in the video was real or a hoax which led to an increase in engagement and shares locally, regionally, nationally, and eventually internationally—making it all the way around the world to Dubai.

### **Results**

Within hours of the original post, the video had amassed as many as 424,000 views, 75,600 reactions, and 6,300 shares on Facebook alone. The original influencer's post collected 4,000 views total, but earned media drove almost 420,000 in additional views in the first 24 hours. That is a 1,040% increase

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from earned media alone. The video garnered mentions on 15 local, regional, national, and international media outlets, and 2 radio station websites. Earned media coverage stretched from Tampa to West Palm Beach, Tennessee, Denver, Milwaukee, Delaware, Arizona, Hawaii and all the way across the world to Dubai.

Shareability and views aside, the video allowed Visit Tampa Bay to reach and over-deliver on the goals set for the initiative. According to H2R marketing research on Visit Tampa Bay's winter advertising campaign, which the above video had become a significant contributor to, Tampa Bay saw a 19.2% lift in advertising awareness across all markets. Furthermore, the grassroots advertising effort helped lead to the decrease of Visit Tampa Bay's cost per aware household by 42%. Finally, based on the focus groups research, Tampa Bay's score as "an exciting destination" jumped up from 20% to 42% YoY.



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### **CASE STUDY: Attraction X Hotel Launch (Confidential)**

### Situation:

- Hotel Launch: PPK was tasked with establishing this Attraction X as a multi-day resort
  destination, building awareness and anticipation leading up to grand opening and sustained
  awareness and bookings post-launch.
- Business Objectives
  - o Annual goal of \$10.3M in revenue and 82.6% occupancy
  - o Increase incremental park guests by 84,000 in first full year of operation
  - Deliver 25% of 2015 available bookings before hotel opening
  - Drive 90% occupancy for opening weekend
- Marketing Objectives
  - o Establish the Attraction X's credentials as a resort proposition
  - Create high level of awareness (>80%) of hotel property

### Approach:

Themed hotels in Orlando were almost as common as theme parks, so we knew we needed to launch with a unique media approach that would set Attraction X apart, and ensure our hotel stood out among the clutter.

- Conducted a BDI-CDI analysis to select market tiers and determine the appropriate messaging for each
- Considered our audience (Moms with Kids) and the traveler's decision journey in order to deliver targeted media during each phase and deliver on our goals
- Utilized an integrated, multi-media mix to surround our target and build awareness and buzz both in- and out-of-market for the hotel opening
  - This also included a layer of conversion-focused media to drive bookings
  - KPIs were set to ensure goals were achieved: >80% Awareness, 0.10% CTR (Display)
     0.60% (Rich Media), 0.50% CTR (Social)75% VCR

### Media Tactics:

- Awareness: Dreaming/Planning
  - Video (TV-OLV)
  - Radio (Terrestrial and Digital)
  - Broadcast Integration
  - OOH

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- Conversion: Booking
  - Digital Display
  - o Paid Search
  - Advocacy: Experiencing/Sharing
  - Social

### Results:

- Attraction X hotel campaign resulted in the hotel hitting 131.6% of projected revenue in its opening year.
- Exceeded all goal benchmarks—in the first 12 months, we exceeded revenue goals by over 31% with over \$13.5M in revenue and occupancy rates by 4% with 85.9% occupancy
- Increased Summer 2015 awareness of the Attraction X hotel significantly for all regions (vs. Spring 2015)
- Also increased interest and visitation intent for the hotel
- The integrated hotel campaign also won a 2016 Gold Jay Chiat Award for Strategic Excellence
- Digital campaign surpassed all set KPIs, delivering a 0.28% CTR (Display) 0.87% CTR (Rich Media) and a 78% VCR and driving a \$7.48 ROAS for Launch
- Social CTR was 220% above goal (1.6% vs. 0.50%) and averaged a \$0.26 CPWC, 48% more efficient than the category benchmark

# More results by the numbers:



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# c. Provide explanations and samples of how the team approaches the development of brand architecture for a destination or travel product.

Creating a brand identity and communications architecture is at the core of what PPK does at a full-service level. It starts with the creation of a clear, concise, and differentiating strategic platform and then rallying behind a single big idea for the development of our creative and communications strategies. That singular idea is executed throughout an annual plan where individual tactics are leveraged to achieve stated business objectives and tactical needs that ladder up to, and build equity behind, the singular big idea. Delivering on this big idea is an exercise in strategic, creative, *and* media practices in order to deliver an idea that can put all agency client resources behind it.

In today's competitive travel category, it's not enough to simply be focused on more linear segmentations and targeting such as socio-economic and geographic criteria, or solely on destination-driven or date range search criteria. Motivations for travel, social connections, desire for adventure, and spontaneity are all just as important, and we must tap into this deeper-seated psychographics data to cultivate long-lasting relationships with customers.

As articulated in the first case study mentioned above, our process and approach for developing a brand architecture for a destination product is very meticulous and data driven. Additionally, it's driven entirely by the consumer and their decision journey.

We believe the underlying brand development and brand positioning work must be rooted in research in order to bring to light both rich consumer insights, as well as a meaningful understanding of the category today. In instances where we are responsible for the development of all research protocols for our clients, we prefer to begin with a wave of broad stroke quantitative research, typically in the form of online surveys. This allows us to cast a wide net and begin to cultivate an understanding of our targets' mindset, motivations, beliefs, habits, etc. across a wide cross-section of demographics.

Once we have laid this fundamental base layer with our quantitative work, we would ideally move into a wave of qualitative research, typically consisting of focus groups or in-depth interviews (IDIs) to begin to unearth even richer insights from our most ideal target consumers. Typically during this stage we prefer to speak to a mix of 'heavy,' 'moderate,' and 'non/lapsed' consumers in order to gain the deepest insights regarding behaviors and motivations. This stage of groups or IDIs also allows us the opportunity to begin testing early-stage conceptual messaging and ideas that will ultimately sculpt our creative strategy. It is through these stages of research where we uncover the insights necessary to craft the most compelling brand positioning supported by consumer-driven reasons to believe and a consumer-centric value proposition.

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That being said, there are many instances where our clients come to us with research in-hand, and it's our job to sift through the data and interpret the findings to ultimately craft the final brand development work. We are just as comfortable with this scenario, and work in close collaboration with our client partners in either situation to craft the positioning that makes the most sense for the brand.

Once we've laid the strongest strategic foundation and brand positioning possible, the creative strategy begins to take shape. As was the case for the work we developed on behalf of Visit Tampa Bay, our creative campaign was shaped by the stake-in-the-ground we planted with our "Florida's Most" positioning. This research-based foothold for the brand was backed by data and allowed for a clear, effective message that was both authentic and engaging—as proven both by the results of the campaign in the form of awareness increases, but more importantly by a steady YoY increase in collected bed tax for the county for 3 years running. In fact, a testament to just how strong the *Florida's Most* positioning is, Visit Tampa Bay has continued to run this campaign (strategy & creative) almost three years later with their current agency partner.

# d. Provide explanations and samples of how the team approaches group sales marketing for a destination or travel product.

Travelers are constantly looking for inspiration, in both their destination and in the experiences those destinations can provide to them. But it's not enough to only provide inspiration. We must also offer up personalization, and do it in a way that is both effective and scalable. In our experience, Group Sales success is driven largely by the strategic development and messaging of travel packages. And this takes a tremendous amount of buy-in and coordination from all of the destination's partners and strategic alliances to ensure the packages are relevant, enticing, and compelling. Equally important to selling these experiences is the content produced to fully immerse these groups into the destination, and all it has to offer, even before the trip is booked. This virtual immersion is the foundation of travel search, shopping, and booking. Travelers spend over 45 percent of their travel budget at destinations on tours, entertainment, retail, and dining—and the proper packaging of these experiences without compromising that element of personalization will ultimately drive and motivate group travel.

# 2.2. Account Management:

a. Indicate how the team will handle account management of the annual advertising budget, including creative production, digital production, and media placements.

Our client-centric Account Management team is second to none, as supported by many of our client references. This team of detail-oriented, strategic marketers serves as the conduit for all work moving

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between client and agency, and the skill of interpretation is critical to ensuring these individuals maintain the perfect balance of client and agency best interest.

As mentioned, collaboration is one of the pillars of PPK's business, and it is the job of Account Management to facilitate this collaboration both internally and with our partners. These individuals act as the stewards of our clients' brands, budgets, and production and employ a high-touch approach with all facets of day-to-day interaction and correspondence. Daily calls, weekly status meetings, and ongoing reporting are all critical to achieving this agency-client connectivity. Our agency values transparency and strives to work as an extension of our clients' marketing teams as opposed to simply being a vendor or partner.

Planning and accountability are also keys to effectively managing accounts with a tremendous number of moving parts, such as a DMO. Again, it is the attention to detail and the ability to focus on both the minutia *and* the big picture simultaneously that make our Account Managers such effective leaders and shepherds of our clients' business. Meticulous management and scrutiny over the annual advertising budget is a foundational responsibility for the Account Team, and is the backbone of the partnership. Remaining in lock-step with our clients to ensure every dollar is visible and accounted for ensures Marketing and Accounting, as well as the County, remain acutely aware of all budgets and expenditures (current and forthcoming) at all times.

Managing annual advertising budget: Dedicated staffing is the first asset the agency provides the client toward managing the overall annual budget. It's through this team and their skilled resources that are applied to day-to-day management of the scope, and all types of execution utilized throughout the term and scope of the agency/client agreement. The staffing proposed for GFLCVB is outlined further below in Section 7, indicating personnel by department, estimated monthly hours allocated to the scope by department, and the hourly rate which makes up the maximum billable flat rate fee. The Account Management team will work with the client to ensure all agency hours are tracked and reported per the terms of the contract to manage the budget of the flat fee services against the final contracted scope of services. The other components of budget management would be in the estimate, execution, and billing of Optional Services and/or Reimbursable Expenses for all other creative/production, digital production, and other necessary work authorized by the client.

PPK's account team is staffed for all supervision and management of the written Scope of Work, but for any creative development that requires production expense, such as, but not limited to: audio/video, photography, stock imagery, programming, physical printing, or other production and post-production, PPK would use its team to outline necessary production expenses, estimate the expenses, and manage the procurement of the production services through its own agency resources or approved CBE as reimbursable expenses and/or Optional Services.

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Managing Creative Production: Our account team will work in tandem with the client team to fully define the scope of each project, and work against the Account Management and Creative department monthly hourly allocations proposed as part of the flat fee services. Project/Job starts can take the form of in-depth conversations, or take more formal forms like client input documents or Work Authorizations. The initial input results in a creative brief document that is then used by the agency to create an agency job number and execute against the project needs. With the creative brief in place, project hours are estimated and presented to the client which also assumes 1-2 rounds of revisions. If specific production expenses become necessary through execution (i.e. a photo or video shoot), these expenses are estimated separately and on an as-needed basis. Through project management and development, the agency tracks hours against the job number to ensure both agency and client are managing toward the budget. Thus, the importance of a fully-staffed agency team, as to best manage to the maximum billable flat rate fee, while still accomplishing the client's deliverable needs.

Managing Digital Production: Our account team approaches digital projects in the five phases outlined below. The process for managing the budget of digital advertising units is largely the same as the creative production process above. However, since digital projects vary by complexity and scope, from animated digital display banners, email development, and online videos, to larger website and app development projects, our account and digital media teams ensure every digital marketing execution is fully defined, and geared to support the greater communication architecture based on the nature of the digital asset being created. For digital projects like websites, apps, animated display banners, or online video that require programming, audio/video production, or other specific functionality to meet the outlined goals and objectives of the project, the initial briefing phases are the same, but programming hours and expenses vary drastically based on the final approved technical needs.

- Research: The first thing that our account team will do is listen. They will ask the right questions, learn your goals or help set them, and help define what is necessary to achieve them. The Research stage allows the account team to learn key insights that lay the foundation of all digital projects.
- Strategize: Your dedicated account team will be with you every step of the process, including the creation and refinement of the creative brief and digital media brief, which will guide the strategy and digital scope of work. They work with the client team and the digital media team to determine the strategy and measurable Key Performance Indicators (KPIs). This is the first stage of fully scoping a digital project execution.
- Create: Similar to the creative production process above, the agency collaborates with account
  and client teams to execute against the creative brief and project needs, ensuring best practices
  are followed, and a consistent and exceptional user experience is in place. In the case of a
  website or app project, this is when a sitemap architecture and wireframe is created to guide
  development. This helps lead decision-making on the functional and technical requirements of

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the project and defines executional parameters for development/programming. Once the creative direction and functional needs are fully determined, this is the stage where the full scope of technical execution is defined, and hours/timeline and estimates are delivered as needed to accomplish the project's needs.

- Execute: This is the development stage. In addition to the traditional teams allocated to the account, PPK would bring in programmers and specialists from the Digital department to be involved through all phases to ensure timely and efficient process. Creative assets are built and prototypes are created. We begin to integrate the research, strategy, and creative assets, and place the necessary pixels for tracking. Our account team will continue to collaborate with the agency teams to ensure the necessary check-ins are in place to complete each project on-time and on-budget.
- Launch & Measure: The launch of your digital media campaign, website, or app is when the agency teams begin to measure campaign and/or platform performance, maintaining clear site of the established goals and KPIs. Your account team will work with the digital media team to test, target, and analyze the data, and provide ongoing performance reporting and recommendations for campaign optimizations, testing, and improvements.

Managing Media Placements: PPK's Account Management team and Media team work with our clients to complete a Media Brief to outline the goals, objectives, and needs of any media—whether this is for the greater annual plan, or a supplemental media buy that comes up throughout the year. This process allows the agency and client to align strategically on the front end to ensure all plans are developed to meet business and advertising goals. As it pertains to managing the placements themselves, a major benefit of a full-service agency model is the integrated communication and synchronicity in the annual media plan and the final media buy (and other buys along the way). When the media team finalizes the buy, our Account Management team is already privy to the needs of the plan from having been involved in the planning phases. The media flowchart outlines all planned/purchased media and serves as the highest-level document for fulfilling the media buy throughout the campaign. Insertion orders, deadlines, and trafficking documents are shared fluidly between our Media, Traffic, and Account Management teams. The Account team takes lead on managing development timelines and execution through our Creative department and our client teams to ensure timeline needs are met and TV, radio, digital, OOH, print, and all other media placements are developed, proofed, approved, and trafficked on time to meet the ongoing needs of the media plan.



b. Indicate research, overall business intelligence and tourism industry knowledge specific to direct marketing organizations (DMOs) or a tourism product.

At PPK, we leverage a full suite of industry-leading research tools to make analytics-based decisions which drive value for our clients, including:









































Ultimately, through use of these tools and methods PPK reduces costs for our clients through aggressive negotiations and guaranteed performance, ensuring ROI.

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Our new trading Models deliver best in class rates: Savings upwards of 40%



With unique and tailored Merchandising opportunities that actively engage the consumer with the brand



Quick reaction to market conditions ensures delivery of client goals



We deliver tracking reports and post-buy delivery analyses on a quarterly basis with a post performance of at least 95% guaranteed

In addition to these tools, utilized by the Media department, PPK is staffing a team with experience successfully managing the Visit Tampa Bay DMO account for a 3-year contract term, along with other experience supporting tourism via attractions in our clients including LEGOLAND Florida, Merlin Entertainments, and the Florida Aquarium.

## 2.3. Media Planning and Buying:

## a. Indicate how the team can leverage value-added opportunities.

At PPK, we are constantly seeking ways to make our clients' budgets work harder and create more value through a bespoke media efficiency program that is accountable and rooted in our ability to deliver the highest reach at the lowest possible cost. We deliver:

- Customized plans/Personalized media efficiency programs
- New trading models that deliver best-in-class rates (savings upward of 40%)

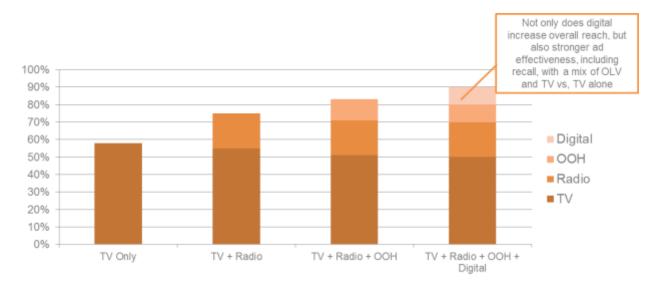
40 |



- Unique and tailored merchandising opportunities that actively engage the consumer with your brand
- Quick reaction to market conditions, ensuring delivery of client goals
- Tracking reports and post-buy delivery analyses on a quarterly basis with a post-performance of at least 90% guaranteed

Examples of creating value through media plan optimizations are provided below:

Our goal is to create integrated, multi-media communications plans for maximum reach. Multi-media
plans are proven reach drivers, as a single medium will become less effective over time, resulting in
diminishing returns. In the example below, utilizing multiple media channels increase overall reach
potential 30%+ over TV alone



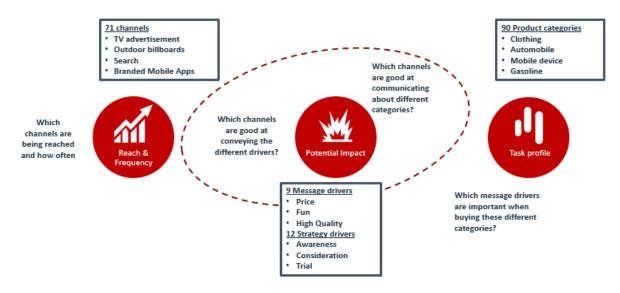
 To determine the optimal media mix against our target audience, we use sophisticated modeling tools: Commspoint (by Pointlogic), an impact-based planning tool that delivers insights into the power of touchpoints towards a campaign to ensure the most effective and efficient media schedules to deliver on business goals

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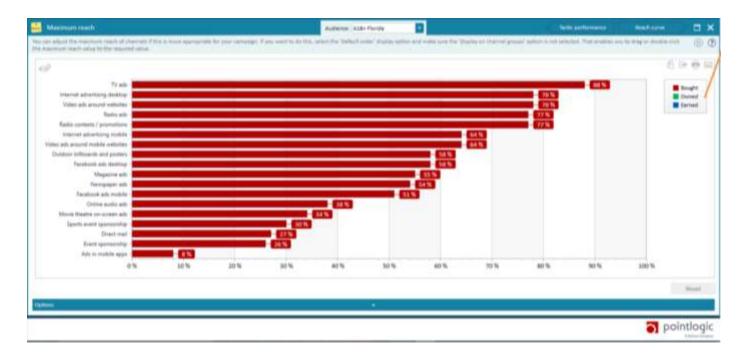
# **Commspoint Consumer Survey**

# Connecting categories, drivers and channels

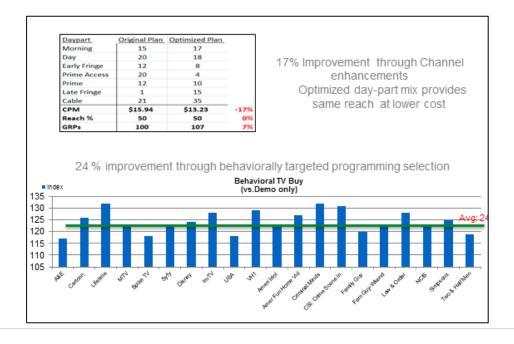


- This process allows PPK to rank channels (paid, earned, owned) based on unique brand and environment criteria and optimize and compare channel plans
- This tool also helps us take into account information about the brand position, brand strategy, the target and the different abilities of channels (impact, costs, reach)





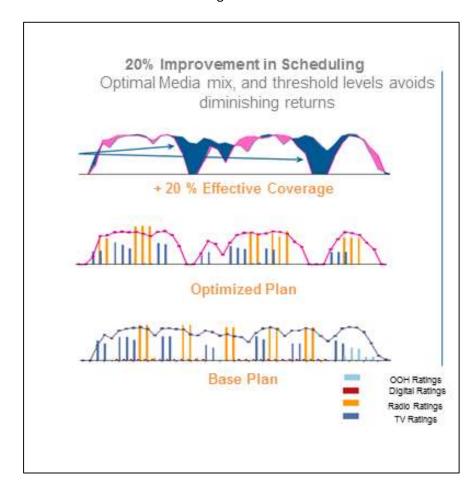
We also maximize reach through channel enhancements (i.e. TV daypart mix optimization; behaviorally targeted programming selection)



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To ensure maximum reach and awareness within our budgets, it is important to also optimize campaign flighting while considering media channel synergies. Below is an example of a scheduling optimization that achieves incremental reach at the same budget level:



On top of these optimizations that help to reduce cost and create value, we also negotiate added value content, inventory, and integration opportunities within our media buys at no additional cost.

Added value and promotions are customized to each client's needs. We typically seek engaging partnerships, in-show integrations, and buzz-worthy promotions with stations—prioritizing opportunities for longer form messaging and unique, stand-out partnerships to help us overcome barriers and deliver on our goals.

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# Sample added value priorities:

# AWARENESS

- Special segments or vignettes highlighting cause
- Bonus Spots, Billboards (allow for additional integration into dayparts not purchased
- Intrusive snipes and sponsorships that demand attention
- Sponsorships

# EDUCATION

- Integration or interviews in news, morning/daytime and prime access shows allow us to talk about the cause throughout the year
- On-air chatter from trusted personalities

# BUZZ

- Promote experiential events through live broadcasts or remotes for interest and excitement
- Engage on-air talent hosts or DJ's share information with listeners
- Community event inclusion

### PROMOTIONS/CONTESTS DRIVE EARNED MEDIA

The following is a brief example of some no-cost added value pieces that helped Visit Tampa Bay launch their new brand, and promote and feature VTB partner attractions:



Visit Tampa Bay - On Air "Things to Do" promos ran in- and out-of-market to promote the arts and culture of Tampa. Additionally, news channel snipes promoting Visit Tampa Bay partners attractions in- and out of-market to promote VTB partner attractions. Snipes were used both for general brand messaging, and as venues for activating partner trade-out giveaways.

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On-Air Interviews were another extension of added value for VTB partner attractions within the VTB media buy.





# b. Indicate how the team would handle industry co-op advertising opportunities and leverage media buys and sponsorships.

During our media planning process, we identify opportunities within each channel to allow for co-op partnership buy-in. We know this is a focus for GFLCVB and we make a concerted effort to tap into our media partner resources to provide offer-driven and/or promotional strategies that leverage our media network relationships and help activate on behalf of our campaign and CVB partners.

Opportunities can take the form of tagging push messages, to simply co-branding other tactics to help drive awareness and activation on behalf of participating partners. Once these opportunities are identified within the media plan, a program for co-op buy-in is assembled. PPK presents this program to the CVB and interested partners, and manages the buy-in and the execution and delivery of the assets to the end placement. Not only do we have experience executing a co-op program on behalf of Visit Tampa Bay and its industry partners, but we have extensive experience buying-in to co-op programs consistently on behalf of our LEGOLAND Florida and Merlin Entertainment clients—to help drive hotel stay and attraction ticket sales.

### Past Performance Evidence of Knowledge and Experience

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.

PPK prides itself on being a client-first Agency. What that means is, regardless of the size, scale, or scope of a client partnership, PPK strives to manage and serve that client as if it's our only client. We do so by assigning dedicated teams to brands regardless of size, and by ensuring our executive team remains intimately involved in every piece of business throughout the duration of the partnership. We believe this approach to client service is one of the many reasons our average client relationship is 8 years, as opposed to the industry standard 2-3 years. It's about taking pride in our work, and working tirelessly to improve every client's bottom line.

Specifically, as it relates to the size and scope of the clients below for which we are providing references, these are examples of some of our larger engagements which we define as clients with budgets in excess of \$4 million. They range in scope from Media-only, to Creative-only, to full service AOR relationships, but the constant is that they all receive the same level of attention and service and we treat all of them as if they were our most important piece of business. And these aren't just our words. If you speak to any one of our clients we know they will echo these same sentiments. We've earned their

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trust by acting as a true partner and an extension of their Marketing team, and that's exactly what we hope to do with GFLCVB.

On the following pages you will see our Vendor Reference Forms, along with a brief overview and showcase of our work with each client.

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## Vendor Reference Verification Form

Heterence for: ppk					
Organization/Firm Name p	providing reference:				
Visit Tampa Bay					
Contact Name: Patrick H	larrison Ti	tle: CMO	100	ference date:	03/07/2019
	@visittampabay.co		Co	ontact Phone: 0	13-210-3826
Name of Referenced Proje	ect. Full-Service Age	ency of Record			
Contract No.	Date Services	Provided:	-	Project Ar	rount:
	10/01/2014	to //31/20	1/	12,000,000	)
endor's role in Project.	Prime Vendor	Subcorsultant/Si	ubcontractor	*-	- / <del>!</del>
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b. Accuracy				<b>√</b>	
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2 Vendor's Organization	on-				
Vendor's Organization     Staff expertise				V	
				<b>V</b>	
<ul> <li>a. Staff expertise</li> </ul>				<ul><li>✓</li><li>✓</li></ul>	
Staff expertise     Professionalism     Turnover				✓	
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March 7, 2019

To Whom It May Concern:

Re: GEN2116476P1, Advertising Agency Services

Please accept this letter as a reference for PPK in regard to your advertising agency services RFP. Visit Tampa Bay worked with PPK for several years and at all times they were professional, courteous and responsive.

Two factors stood out during their time with our DMO. Firstly, their Account Service representatives were some of the best I have ever worked with in my 25+ years in marketing/advertising. I was very impressed with the whole team under the direction of Garrett Garcia. Secondly, PPK produced excellent creative work, despite the boundaries and constraints that are always placed on agencies in regard to destination marketing (i.e. politics, boards, budgets, etc.).

During our time with PPK they evolved our brand, expanded our target markets and worked hand-in-hand with our internal team. I would recommend them to any DMO that is looking to evolve their brand and grow.

Sincerely,

Patrick Harrison Chief Marketing Officer

Visit Tampa Bay

201 North Franklin Street Sulte 2900

o 813,223,1111 ₹813.229.6616 Tampa FL 33502 VisitTampaBay.com





### **VISIT TAMPA BAY**

Project Manager: Rey Futch

Other Key Professionals: Garrett Garcia, Liz Phelps, Andi Weinberger, Paul Prato, Nick Stoeckle, Javier

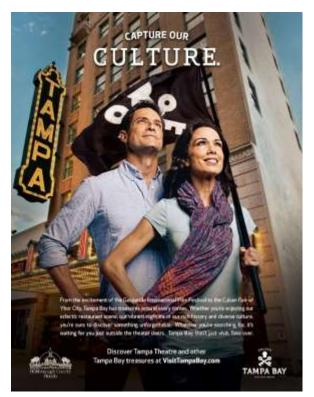
Quintana

Project Term: 3-year contract

PPK was named AOR for Visit Tampa Bay in 2013, and was tasked with developing their brand positioning and launching their new brand to consumers—while driving increased visitation to the destination. Agency services included all research management, brand strategy, creative and production services, media planning and buying, organic social media, and digital media strategy and placement. Our ability to collaborate internally with a group of fully-integrated teams across the entire spectrum of the integrated marketing spectrum gives us a distinct advantage over other agencies who rely upon subcontractors to fulfill the scope of services. We also staff a dedicated in-house team of Hispanic market specialists consisting of a Media Planner/Buyer, Copywriter, Art Director and Account Manager. This allows us to fully support all Hispanic marketing efforts. It's also worth pointing out that during this time, we helped Visit Tampa Bay launch their first-ever LGBT+ campaign effort.













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## **Vendor Reference Verification Form**

			o. and Title:				
CEN21	16476P	1, Adve	rtising Agen	cy Services			
Reference	for: PPK						
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Contact E	mail: Ashle	y.Thomas	@Legoland.com	f.	Con	tact Phone: 8	63-224-4794
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### **LEGOLAND FLORIDA**

Project Manager: Andi Weinberger

Other Key personnel: Liz Phelps, Sarah Morris, Nick Stoeckle, Garrett Garcia

Project Term: 5 years

PPK is contracted to provide Communications Strategy & Planning, Traditional & Digital Media Planning & Buying as well as Traditional Media placement, including Hispanic Marketing communications planning. In addition to the Media-centric scope, PPK also handles ad hoc Creative Services for LEGOLAND which have included collateral and digital execution. In our fifth year working together, the current contract is a retainer-based agreement, currently covering a 3-year term. All billing, including all placed Media dollars, flows through the Agency on net 30-day terms from the time of media reconciliation.

A big part of what we do for LEGOLAND Florida is extend their media dollars through the use of co-op advertising, media partnerships, and other sponsorship and trade opportunities. Some of these are secured as value-add supplements to the overarching media plan, while others are paid placements that extend the reach of our other media tactics. Some of the co-ops include deals with McDonald's and Chick-fil-A, media partnerships in the form of live, in-park segments and park takeovers, and dozens of promotional, contest-driven ticket giveaways in the form of trade with our media partners.

# **Promotions and Partnership Examples**

Legoland Florida was launching their new hotel, and PPK leveraged media partners to help activate this hotel launch promotion targeted toward families—more specifically, the decision-making moms.

TV was the lead touchpoint to drive reach and build awareness among moms.

- Video was used to introduce "Tommy Parker, Kid CEO," the spokesperson for the promotional campaign
- High-profile partnerships negotiated at no charge helped to build a relationship with moms, drive excitement for the launch, and deliver long-form messaging, helping to overcome a defined consumer barrier: not knowing what to expect
  - Brand Integration: Nationally syndicated show, 'The List'
    - 2-3 minute segment within an episode of The List provided LEGOLAND with national exposure revealing the '5 Things You Didn't Know About LEGOLAND Florida'—including exclusive hotel information and 'first looks.'

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- Locally produced custom segments within daytime talk shows across Florida highlighting the hotel's many kid-centric amenities
- Branded Entertainment: Full hour-long feature episode dedicated to LEGOLAND Florida with various segments promoting the hotel
- o In-Studio Interviews: Park representatives in-studio discussing the resort
- o Vignettes: On-site visits from local TV hosts showcasing hotel amenities
- o **Contesting**: Themed contests aimed at building engagement with consumers









As a supporting channel, Radio was used to generate excitement and buzz

The hotel launch featured integrated radio elements as well, including DJ visits and chatter, Pandora streaming radio (exposure within our exclusive Legoland Florida-Branded Station), on-air contesting (cross-promoted on station websites as well), and local community integration through radio station events (i.e. Kids Day Tampa Bay).







OOH drove efficient reach and was concentrated within high-profile tourist areas and heavily-trafficked thoroughfares for moms with kids.

A mix of digital and static OOH bulletins, including an eye-catching spectacular board with extensions, located directly on tourist-heavy International Drive in Orlando.







Unique and standout stunts helped elevate the launch and amplify earned media, including a collaborative joke in the opening monologue of The Tonight Show with Jimmy Fallon, and the launch of hundreds of miniature LEGO figures at the grand opening of the hotel.







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Conversion-focused digital aligned with booking patterns, including digital display creative, online video, and press pickup online.







Engaging social units to encourage shareability and spark discussion, including a paid social carousel, video, and website click ads.





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### LEGOLAND COLLATERAL







# LEGOLAND FACEBOOK CANVAS

LEGOLAND Florida was launching LEGO NINJAGO WORLD within the amusement park and requested a high-impact social unit to showcase the diversity of the attraction. The goal of the canvas unit was to encourage users to further explore the LEGO NINJAGO World and to increase dwell and view time within the canvas. With the canvas unit, we were able to solidify an 87% view rate for the canvas.

https://www.dropbox.com/sh/4bf34l4kwxeymm0/AABZzepQdrcHOugZgNHg63cfa?dl=0&preview=LEGOLAND+Florida+-+Ninjago+Ad.mp4





### **Vendor Reference Verification Form**

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### **FLORIDA LOTTERY**

Project Manager: Kyle Matos

Additional Account Personnel: Garrett Garcia, Liz Phelps, Paul Prato, Nick McMurdy, Tom Kenney

Project: Full-Service Agency of Record

Project term: 3 years

PPK was tapped by the Florida Lottery in 2016 to bend the trend of declining sales due to low awareness of new games and "jackpot fatigue" of its terminal games. It was our task to create a unifying strategy that supported not only both gaming segments, but also generated greater awareness of the funds the Lottery generated for the State's education fund through the Florida Bright Futures Scholarship program. The "It's Your Ticket." Positioning was built utilizing Lottery-provided player segmentation data coupled with additional first party research commissioned by PPK. That strategic foundation has since supported all creative and communications strategies across both traditional, digital and social media platforms. This project includes General Market, Hispanic and Creole markets.

All billing is handled by PPK, and vendors are managed by our Accounts Payable team. Additionally, PPK goes through an extensive audit twice a year by the State to ensure billing compliance.

To further explain our work with the Lottery, please watch this short video that explains our multifaceted strategic approach to the Lottery's communications plan, and how PPK's rebranding strategy has helped revolutionize the Lottery's brand with:

- +10.8% scratch-off sales
- +30.5% draw game sales
- Record breaking annual sales of \$6.7 billion
- National record-breaking single-week sales
- Over \$1.7 billion contributed to the Educational Enhancement Trust Fund
- +46% lift in awareness of the Lottery's Bright Futures Scholarships.

https://www.dropbox.com/sh/oj2fxvj7f2ytmxw/AAAtyQ\_hliFaS3GCF4xT11Exa/Case%20Study?dl=0&subfolder\_nav\_tracking=1

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Watch a sampling of our Florida Lottery TV work at the link below:

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# Vendor Reference Verification Form

Reit	erence	for. PPK						
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3/21/2019 BidSync p. 75



#### **BRIGHT HOUSE NETWORKS**

Project Manager: Kyle Matos

Other Key Professionals: Garrett Garcia, Paul Prato, Nick McMurdy, Nick Stoeckle

Project Term: 5 years

PPK was named AOR for Bright House Networks in 2011, and was tasked with repositioning the brand in an effort to "connect with the hearts and minds of consumers" while driving customer acquisition and creating better retention amongst current subscribers. PPK managed all facets of strategy, planning, and communications over the course of this contract, across both General Market and Hispanic advertising.

We began the project with an extensive research phase, talking to both current and non-customers about the things they looked for in a telecom provider, and how Bright House Networks delivered on those key tenets. Once we had firmly established a unique and differentiating brand positioning, we performed an additional wave of consumer testing to ensure the messaging was resonating. After refinements, we were ready to launch the new campaign in-market.

But we didn't want to just "launch a campaign." We knew if we were to connect with the hearts and minds of consumers in our target markets, we had to do things a little differently. We were not only going to have to break through the advertising clutter. We were going to need to make a statement and plant a flag in the sand that Bright House Networks was *more than just a cable* provider.

Our *Hello Friend* campaign began with an internal launch, driven by an emotional Brand Essence video which drew the correlations between our services and a friendship. Division meetings were set up in Bright House markets across the country, where employees were greeted with the video and heard from company executives on the new friendly positioning that would be reenergizing the organization. In the weeks that followed, as people began showing back up to the office, they were greeted by small, random acts of friendship to help reinforce the new company mission. Maybe it was a Hershey's kiss on their desk with a friendly note, or a surprise pizza party at lunch, or even an unexpected visit from an ice cream truck after work. Employees began to not just hear about the friendship model, but they actually started to feel it.

Once we had the organization talking the talk and walking the walk, it was time to break the *Hello Friend* campaign to the masses through a series of strategically released teaser messaging across TV, radio, outdoor, digital, and social. There was no brand associated with the advertising, just fun, engaging, curious messaging that made people stop and take notice. The results were instantaneous. Social



chatter, blog posts, and even news coverage all began to surface organically after only a couple days post-launch, and the momentum continued for months as the campaign picked up steam and drove tremendous results for the client. With a budget of \$3 million for the first 12 weeks, Bright House was able to realize over 70% effective reach in all 6 of its major media DMAs. All-in-all, the strategic foundation and brand positioning held up for the entirety of the project/contract; a testament to the strength and relevance of the positioning.

















After the teaser campaign was launched, the campaign moved into a sustaining *Hello Friend* brand campaign for the remainder of the initial 12-month campaign.







Following the initial 12-month campaign, the Bright House Networks Hello Friend campaign evolved into more iterations and aspects of friendship, using a mix of promotional messaging, humor, and hard-hitting emotional work. You can see some of our favorites at the link below:

https://www.dropbox.com/sh/gxr0yzbsatpfhrv/AADrE8kjC0bGFcGnDRjwJ 7Wa?dl=0

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#### Workload of the Firm

4) PPK does not feel that any of its current clients are a conflict of interest for GFLCVB, nor are we currently entering contract with any projected projects that would be of conflict. We have assembled the below table to communicate our current retainer-based clients, current project clients, and past clients within the past 5 years. As you will see from the list of clients, PPK's process, personnel, and expertise is trusted across a wide variety of categories beyond Travel & Tourism. PPK takes great pride in the variety of client partners we have, and the working relationships we've formed. This is especially telling when seeing the length in which some of our client relationships have been in place—in many cases spanning across multiple client-side Marketing teams.

# Type of Account: Full-Service, General Market & Hispanic Length of Relationship: 3 years Area of Service: Statewide Current Client: LEGOLAND Florida LEGOLAND Florida Type of Account: Media & Project-based Creative Length of Relationship: 5 years Area of Service: Regional



#### Services Provided:

- Brand Strategy: planning & research
- Creative Development: General Market and Hispanic (TV, radio, OOH, POS, digital, social, print, direct mail, misc.)
- Production Services: TV, radio, streaming
- Media Planning & Buying traditional & digital including:
  - Paid search
  - Paid social
  - Programmatic display & OLV
- Social Media: organic & paid strategy and content development (livestreams, video, custom photography, promotions)
- Digital: html5, ad hoc web development, and web advertising unit production

#### Services Provided:

- Communications Strategy
- Media Planning & Buying (General Market) – traditional & digital including:
  - Paid search
  - Paid social
  - Programmatic display & OLV
- Creative Services: ad hoc email, display & digital

<u>Current Client: Midway North America</u> <u>Attractions (Merlin Entertainments)</u>	Current Client: The Florida Aquarium
MERLIN ENTERTAINMENTS	THE FLORIDA AQUARIUM
Type of Account: Media Only Length of Relationship: 2 years Area of Service: Regional (supporting 28 locations in 18 different states)	Type of Account: Full-Service Length of Relationship: 13 years Area of Service: Regional



#### Services Provided:

- Communications Strategy
- Media Planning & Buying (General Market & Hispanic) – traditional & digital including:
  - Paid search
  - Paid social
  - Programmatic display & OLV

# Services Provided:

- Brand Strategy
- Media Planning & Buying (General Market) – traditional & digital including:
  - Paid search
  - Paid social
  - Programmatic display & OLV
- Social Media: organic and paid strategy and content
- Creative Services
- Production Services

# **Current Client: Tires Plus Current Client: Pinch-a-Penny** The Perfect People For A Perfect Pool Type of Account: Strategy & Creative Type of Account: Full-Service Length of Relationship: 12 years Length of Relationship: 4 years Area of Service: Regional (nearly 500 stores in 22 Area of Service: Regional (250 stores in 5 states) states) Services Provided: Services Provided: **Brand Planning & Research Brand Planning & Research** Creative Services: TV, OLV, radio, Media Planning & Buying (General streaming, OOH, print, in-store, digital, Market) – traditional & digital including: CRM Paid search **Production Services** Paid social Programmatic display & OLV **Operational Support Creative Services Production Services** Social Media: organic and paid strategy and content Digital: e-comm website development and support

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Current Client: GTE Financial	<u>Current Client: Metro Diner</u>				
19te financial	metro diner				
Type of Account: Full-Service Length of Relationship: 5 years Area of Service: Local	Type of Account: Full-Service Length of Relationship: 2.5 years Area of Service: Regional (70 stores in 14 states)				
Services Provided:	Services Provided:				
<ul> <li>Brand Planning &amp; Research</li> <li>Media Planning &amp; Buying (General Market and Hispanic) – traditional &amp; digital including:         <ul> <li>Paid search</li> <li>Programmatic display &amp; OLV</li> </ul> </li> <li>Creative Services</li> <li>Production Services</li> <li>Event Planning &amp; Sponsorships</li> </ul>	<ul> <li>Brand Planning &amp; Research</li> <li>Media Planning &amp; Buying (General Market) – traditional &amp; digital including:         <ul> <li>Paid social</li> <li>Programmatic display &amp; OLV</li> <li>Paid search</li> <li>TV and Radio</li> <li>OOH</li> </ul> </li> <li>Creative Services</li> <li>Production Services</li> <li>Social Media: organic &amp; paid strategy and content</li> </ul>				



Current Client: Metropolitan Ministries	Current Client: National Pediatric Cancer Foundation				
METROPOLITAN MINISTRIES  Type of Account: Full-Service Length of Relationship: 10 years Area of Service: Statewide	Type of Account: Strategy & Creative Length of Relationship: 6 years Area of Service: National				
<ul> <li>Services Provided:</li> <li>Brand Planning &amp; Research</li> <li>Branding/Creative (logo design, product packaging, in-store design)</li> <li>Media Planning &amp; Buying</li> <li>Creative Services (TV, radio, OOH, Digital, Event Marketing)</li> <li>Production Services (TV, radio and video)</li> <li>Website: ad hoc requests</li> <li>Social Media: ad hoc requests</li> </ul>	Services Provided:				

<u>Current Client: Ashley HomeStore</u>	<u>Current Client: Ark Naturals</u>
Ashley HOMESTORE	NATURALS healthy from tooth to tail
Type of Account: Project-Based Length of Relationship: 1 year Area of Service: National	Type of Account: Social Media Length of Relationship: 3 months Area of Service: Regional

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Services Provided:	Services Provided:
Website Design	Social Media Planning & Buying (General
Creative Services	Market) – organic & paid strategy
	Creative Services
	Production Services

Current Client: FORBICI Modern Italian	Current Client: Gasparilla International Film Festival			
Type of Account: Project-Based Length of Relationship: 6 months Area of Service: Local	Type of Account: Project-Based Length of Relationship: 3 years Area of Service: Local			
Services Provided:	Services Provided:     • Branding     • Creative Services			



# **Current Client: Lennar Homes**



Type of Account: Creative Services Length of Relationship: 1 month Area of Service: Local

# Services Provided:

- Creative Services
- Production Services
- Social Media: organic & paid strategy and content
- Email Marketing

Past Client: Bright House Networks	<u>Past Client: Visit Tampa Bay</u>			
Type of Account: Strategy & Creative Length of Relationship: 5 years Area of Service: Regional	TAMPA BAY  TREASURE AWAITS  Type of Account: Full-Service  Length of Relationship: 3 years  Area of Service: Regional			
<ul> <li>Services Provided:         <ul> <li>Strategy (brand, communications, and product positioning)</li> <li>Media Planning Collaboration</li> <li>Branding (new products)</li> <li>Creative Development (TV, radio, print, OOH, logos, POS)</li> <li>Production Services (TV, B-roll, photography, radio)</li> </ul> </li> </ul>	<ul> <li>Services Provided:</li> <li>Brand Strategy</li> <li>Communications Strategy</li> <li>Media Planning &amp; Buying (General Market &amp; Hispanic), traditional &amp; digital including:</li> <li>Paid social</li> <li>Programmatic display &amp; OLV</li> </ul>			

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- Operational Support
- Web
- Research (focus groups)
- Sponsorships
- Print Production

- Social Media: organic & paid strategy and content
- Creative Services
- Production Services
- Co-Op Advertising Services

Past Client: Florida Department of Highway Safety & Motor Vehicles	Past Client: Huddle House				
DRIVE BAKED, GET BUSTED.	HUDDLE				
Type of Account: Full-Service, General Market & Hispanic Length of Relationship: 9 months Area of Service: Statewide	Type of Account: Full-Service Length of Relationship: 2 years Area of Service: Regional (over 350 stores through Midwest and Southeast)				
Services Provided:  • Brand Strategy	Services Provided:				
<ul> <li>Media Planning &amp; Buying (General Market &amp; Hispanic) – traditional &amp; digital including:         <ul> <li>Paid social</li> <li>Programmatic display &amp; OLV</li> <li>TV, Radio, OOH</li> </ul> </li> <li>Creative Services (General Market &amp; Hispanic)</li> <li>Production Services (TV, radio, streaming)</li> <li>Social Media: organic &amp; paid strategy and content</li> <li>Digital: landing page development and web advertising unit production</li> </ul>	<ul> <li>Brand Strategy</li> <li>Communications Strategy</li> <li>Media Planning &amp; Buying (General Market) – traditional &amp; digital including:         <ul> <li>Paid social</li> <li>Programmatic display</li> <li>TV, Radio</li> </ul> </li> <li>Social Media: organic &amp; paid strategy and content</li> <li>Creative Services</li> <li>Production Services</li> </ul>				

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Past Client: Big Boy Restaurants	Past Client: Red Bull				
Type of Account: Full-Service Length of Relationship: 5 years Area of Service: Regional	Red Bull  Type of Account: Project-Based Length of Relationship: 2 years Area of Service: Regional				
Services Provided:	Services Provided:				
Brand Strategy	Program/Event Branding				
<ul> <li>Media Planning &amp; Buying – traditional &amp;</li> </ul>	Event Logo Design				
digital including:	Creative Services				
Paid social					
Programmatic display & OLV					
Creative Services     Production Services					
Production Services     Pranding (Purgors & Shakes brand)					
<ul> <li>Branding (Burgers &amp; Shakes brand launch)</li> </ul>					



Past Client: Frontier Communications	Past Client: Checkers			
Frontier COMMUNICATIONS  Type of Account: Media & Creative Services Length of Relationship: 1 year Area of Service: Regional	Type of Account: Media Only Length of Relationship: 5 years Area of Service: Regional (20+ DMAs)			
<ul> <li>Services Provided:         <ul> <li>Brand Strategy</li> </ul> </li> <li>Media Planning &amp; Buying (General Market) – OOH only</li> <li>Creative Services</li> <li>Ad Hoc Production Services</li> </ul>	Services Provided:  • Media Planning & Strategy  • Ad Hoc Media Buying			

# **Past Client: PODS**



Type of Account: Project-Based Length of Relationship: ad hoc 1 year Area of Service: Regional

# Services Provided:

- Creative Services: digital
- Production Services



#### Location

PPK's Business Location Attestation Form has been submitted within BidSync.

PPK's Business location is: 1102 N Florida Ave, Tampa, FL 33602



#### **Price**

6. PPK has submitted Flat Fee Services per the response form in BidSync, but we have outlined those proposed costs below, in addition to the proposed hourly rate for Optional Services, and the proposed commission rate for requested Commissioned Media Services:

Flat Fee Services - Year 1 -- Item Number: GEN2116476P1--01-01 -- \$103,335 monthly

Flat Fee Services - Year 2 -- Item Number: GEN2116476P1--01-02 -- \$106,435 monthly

Flat Fee Services - Year 3 -- Item Number: GEN2116476P1--01-03 -- \$109,628 monthly

Optional Services: PPK is proposing an agency hourly blended rate of \$100/hr

Commissioned Media Buys: Agency is proposing a commission rate of 7.5% of the requested Media Buy.

The Flat Fee Services increase by 3% each year in effort to retain agency talent.

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#### **Pricing Support**

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).

PPK is proposing a retainer-based flat-fee approach with all broadcast production being handled and billed as reimbursable out-of-scope projects. In the below staffing table, you can see Key Personnel, job title by department, high-level job roles, and the estimated amount of monthly billable hours estimated by staff member to the Scope of Services. This table also shows a Full Time Equivalency (FTE) column, which designates the % of each employee's assignment toward the GFLCVB account. The estimated billable hours equate to the \$100/hr blended rate, total up to the Flat Fee Services by month.

Within this proposed flat rate fee, PPK is also prepared to meet the 6% CBE requirements of this commitment. Letter of Intent with LP Media is included further below, representing 6% of the annual flat rate fee.

GFLCVB Advertising Services Staffing and Fees		1	ļ				DEPT	DEPT	DEPT
					ANNUAL	MONTHLY	BILLABLE	BILLABLE	BILLABLE
			NAME	FTE	Estimated hrs	Estimated hrs	LABOR - YR1	LABOR- YR2	LABOR- YR3
PPK STRATEGY, ACCOUNT SERVICES, AND ACCOUNT									
EXECUTIVE DIRECTOR, BUSINESS INSIGHTS		esearch & Insight Mgmt	Garrett Garcia	8%	84	7.0	\$8,413	\$8,665	\$8,92
GROUP ACCOUNT DIRECTOR		and Agency Resource Mgmt	Jesse Vahsholtz	13%	140	11.7	\$14,021	\$14,441	\$14,87
ACCOUNT DIRECTOR (Client Lead)		nt POC, Strategy and Account Mgmt	Rey Futch	51%	533	44.4	\$53,279	\$54,878	\$56,52
SR ACCOUNT EXECUTIVE		count Mgmt, and Project Mgmt	New/TBD	80%	841	70.1	\$84,125	\$86,649	\$89,24
ACCOUNT COORDINATOR		oject Mgmt, Administrative	New/TBD	80%	841	70.1	\$84,125	\$86,649	\$89,248
TRAFFIC/PROJECT MANAGEMENT	Internal Traffickin		Lauren Arney	27%	280	23.4	\$28,042	\$28,883	\$29,749
CONTROLLER/BUSINESS MANAGER	General Accounti	ng	Catherine Cauterucci	8%	84	7.0	\$8,413	\$8,665	\$8,92
				267%	2804	233.7	\$280,417	\$288,829	\$297,494
PPK CREATIVE & PRODUCTION SUPERVISION SERVICE	EC. DOLE.								
EXECUTIVE CREATIVE DIRECTOR		ad. Topline Strategy and Concept	Dustin Tamilio	8%	86	7.1	\$8.567	\$8.825	\$9.08
GROUP CREATIVE DIRECTOR		nager. On-going Concept and Stratev	Paul Prato	40%	428	35.7	\$42.837	\$44,123	\$45,446
COPYWRITER		nager, On-going Concept and Stratey ment and Copywriting	New/TBD	53%	428 571	35.7 47.6	\$42,837 \$57.117	\$44,123 \$58.830	\$45,440
COPYWRITER COPYWRITER/SPANISH						47.6 22.6			
		ng and Spanish Translation (as needed)	Ivan Gonzalez	25% 80%	271		\$27,130	\$27,944	\$28,783
ART DIRECTOR GRAPHIC DESIGNER		nent and Lead Visual Development	New/TBD New/TBD	53%	857	71.4	\$85,675	\$88,245	\$90,892
		and Visual Development			571	47.6	\$57,117	\$58,830	\$60,595
EXECUTIVE, PRODUCTION		Lead, and Production Execution Mgmt	Chanse Chanthalansy	16%	171	14.3	\$17,135	\$17,649	\$18,178
SUPERVISOR, PRODUCTION & POST PRODUCTION	Production & Pos	t Production Planning & Project Mgmt	Lauren Houlberg	25% 301%	271 3227	22.6 268.9	\$27,130 <b>\$322.708</b>	\$27,944 \$332,390	\$28,78
				301%	3227	268.9	\$322,708	\$332,390	\$342,361
PPK MEDIA PLANNING AND BUYING	ROLE:								
MANAGING PARTNER: MEDIA	Strategic Plannin	, Research and Management	Liz Phelps	21%	207	17.2	\$20,670	\$21,290	\$21.929
ASSOCIATE MEDIA DIRECTOR (Client Lead)		egic Planning, Research, Account Mgmt &	Andi Weinberger	51%	491	40.9	\$49,091	\$50,564	\$52.081
MEDIA PLANNER		Research & Account Services	New/TBD	100%	969	80.7	\$96,890	\$99,797	\$102,791
ASSISTANT PLANNER	Admin, Research	& Reporting	New/TBD	51%	491	40.9	\$49,091	\$50,564	\$52,081
DIGITAL MEDIA SUPERVISOR	Digital Media Stra	tegic Planning, Research, Account Service	Sarah Morris	51%	491	40.9	\$49.091	\$50,564	\$52.081
DIGITAL MEDIA PLANNER		ning, Research & Account Services	New/TBD	51%	491	40.9	\$49,091	\$50,564	\$52.081
ASST DIGITAL MEDIA PLANNER	Digital Media Adn	nin, Research & Reporting	New/TBD	51%	491	40.9	\$49,091	\$50,564	\$52.081
BUYING SUPERVISOR	Management, Pro	motional Marketing & Partnerships	Ariel Williams	51%	491	40.9	\$49,091	\$50,564	\$52,081
SR MEDIA BUYER	Media Buying, Bu		MARKET SPECIALISTS	25%	245	20.5	\$24,546	\$25,282	\$26,040
MEDIA BUYER	Buy Stewardship	<u> </u>	Jessica Deheza	25%	245	20.5	\$24,546	\$25,282	\$26,040
MEDIA COORDINATOR	Billing, Reconcilia	tion & Admin	Alexandra Asimakopoulos	51%	491	40.9	\$49,091	\$50,564	\$52.081
SOCIAL MEDIA DIRECTOR/PLANNER		and Department Management	Nick Stoeckle	25%	245	20.5	\$24,546	\$25,282	\$26,040
SOCIAL MEDIA BUYER		Buying, Buy Stewardship	New/TBD	40%	388	32.3	\$38,756	\$39,919	\$41,116
SOCIAL MEDIA ANALYST		n, Research & Reporting	New/TBD	40%	388	32.3	\$38,756	\$39,919	\$41,116
TRAFFIC SUPERVISOR	Trafficking		Lauren Arney	5%	52	4.3	\$5,167	\$5,323	\$5,482
CONTROLLER/BUSINESS MANAGER	Media Billing/Acc	ounting	Catherine Cauterucci	20%	194	16.1	\$19,378	\$19,959	\$20,558
				657%	6369	530.7	\$636,892	\$655,998	\$675,678
TOTAL HOURS/DIRECT LABOR				12.25	12400	1033.3	\$1,240,017	\$1,277,217	\$1,315,534
TOTAL HOROSONIEST ENDOR				.2.20	12400	1033.3	<b>\$1,240,017</b>	V.,211,211	Ų.,J13,33
						Monthly Fee:	\$103,335	\$106,435	\$109,620
						Hourly Fee:	\$100.00	\$103.00	\$106.09

(provided on the next page in landscape format for better legibility)

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\$6,327,217 \$1,925 \$19,955 \$655,998 \$655,998 \$1,277,217 \$1,315,534		Monthly Ess:						
	\$1,240,000	1033.3	12400	12.25				TOTAL HOURS/DIRECT LABOR
	id:#							
	\$636,892	530.7	6369	657%				
	\$19,22	16.1	192 192	20%	Catherine Cauterucci		Media Billing/Accounting	CONTROLLER/BUSINESS MANAGER
	8 <b>2</b> 5	4.3	R	5%	Lauren Arney		Trafficking	TRAFFIC SUPERVISOR
	\$38, <b>75</b>	323	388	40%	New/TBD	& Reporting	Paid Social Admin, Research & Reporting	SOCIAL MEDIA ANALYST
\$39,919 \$41,116	535.7 <del>2</del>	323	388	40%	New/TBD	uy Stewardship	Paid Social Media Buying, Buy Stewardship	SOCIAL MEDIA BUYER
\$25,282 \$28,040	\$24,576	20.5	245	25%	Nick Stoeckle	irbnent Management	Strategic Planning, and Department Management	SOCIAL MEDIA DIRECTORPLANNER
	\$49. <b>6</b>	40.9	491		Alexandra Asimakopoulos	Ď	Billing, Reconciliation & Admin	MEDIA COORDINATOR
\$25,282 \$26,040	204.20	20.5	245	25%	Jessica Deheza		Buy Stewardship	MEDIA BUYER
	\$24,548	20.5	245	25%	MARKET SPECIALISTS	hip	Media Buying, Buy Stewardship	SR MEDIA BUYER
	\$49,091	40.9	491	51%	Ariel Williams	arketing & Partnerships	Management, Promotional Marketing & Partnerships	BUYING SUPERVISOR
	\$49,091	40.9	491	51%	New/TBD	sh & Reporting	Digital Media Admin, Research & Reporting	ASST DIGITAL MEDIA PLANNER
\$50,584 \$52,081	\$49,091	40.9	491	51%	New/TBD	arch & Account Services	Digital Media Planning, Research & Account Services	DIGITAL MEDIA PLANNER
	\$49,091	40.9	491	51%	Sarah Morris	Digital Media Strategic Planning, Research, Account Servic	Digital Media Strategic Planni	DIGITAL MEDIA SUPERVISOR
\$50,584 \$52,081	\$49,091	40.9	491	51%	New/TBD		Admin, Research & Reporting	ASSISTANT PLANNER
	\$96,890	80.7	969	100%	New/TBD	Account Services	Media Planning, Research & Account Services	MEDIA PLANNER
	\$49,091	40.9	491	51%	Andi Weinberger	Client POC, Strategic Planning, Research, Account Mgmt &	Client POC, Strategic Plannin	ASSOCIATE MEDIA DIRECTOR (Client Lead)
\$21,290 \$21,929	\$20,670	17.2	207	21%	Liz Phelps	and Management	Strategic Planning, Research and Management	MANAGING PARTNER: MEDIA
							ROLE:	PPK MEDIA PLANNING AND BUYING
\$332,390 \$342,361	\$322,708	268.9	3227	301%				
	\$27,130	22.6	271	25%	Lauren Houlberg	1 Planning & Project Mgmt	Production & PostProduction Planning & Project Mgmt	SUPERVISOR, PRODUCTION & POST PRODUCTION
\$17,649 \$18,178	\$17,135	14.3	171	16%	Chanse Chanthalansy	Production Execution Mgmt	Production Team Lead, and Production Execution Mgmt	EXECUTIVE, PRODUCTION
	\$57,117	47.6	571	53%	New/TBD	evelopment	Tactical Layouts and Visual Development	GRAPHIC DESIGNER
\$88,245 \$96092	\$85,675	71.4	857	80%	New/TBD	ad Visual Development	Concept Development and Lead Visual Development	ART DIRECTOR
	\$27,130	22.6	271	25%	I van Gonzalez	nish Translation (as needed)	Tactical Copywriting and Spanish Translation (as needed)	COPYWRITERISPANISH
	\$57,117	47.6	571	53%	New/TBD	pywriting	Concept Development and Copywriting	COPYMRITER
\$44,123	\$42,837	35.7	428	40%	Paul Prato	going Concept and Stratey	Creative Team Manager, On-going Concept and Stratey	GROUP CREATIVE DIRECTOR
\$8,825	\$8,567	7.1	88	%	Dustin Tamilio	Strategy and Concept	Creative Team Lead, Topline Strategy and Concept	EXECUTIVE CREATIVE DIRECTOR
							ROLE	PPK CREATIVE & PRODUCTION SUPERVISION SERVICES: ROLE:
\$288,829 \$297,494	\$280,417	233.7	2804	267%				
\$8,665	\$8,413	7.0	22	%	Catherine Cauterucci		General Accounting	CONTROLLER/BUSINESS MANAGER
	\$28,042	23.4	280	27%	Lauren Arney	ging	Internal Trafficking and Tracking	TRAFFIC/PROJECT MANAGEMENT
\$86,649 \$89,248	\$84,125	70.1	841	80%	New/TBD	Administrative	Account Mgmt, Project Mgmt, Administrative	ACCOUNT COORDINATOR
\$86,649 \$89,248	\$84,125	70.1	841	80%	New/TBD	t, and Project Mgmt	Client Contact, Account Mgmt, and Project Mgmt	SR ACCOUNT EXECUTIVE
	\$53,279	44.4	533	51%	Rey Futch	rategy and Account Mgmt	Team Lead & Client POC, Strategy and Account Mgmt	ACCOUNT DIRECTOR (Client Lead)
	\$14,021	11.7	140	13%	Jesse Vahsholtz	by Resource Mgmt	Strategic Planning and Agency Resource Mgmt	GROUP ACCOUNT DIRECTOR
	\$8,413	7.0	22	00 %	Garrett Garcia	nsight Mgmt	Strategic Lead, Research & Insight Mgmt	EXECUTIVE DIRECTOR, BUSINESS INSIGHTS
							G ROLE:	PPK STRATEGY, ACCOUNT SERVICES, AND ACCOUNTING ROLE:
Б	LABOR - YR1	Estimated hrs	Estimated hrs		NAME			
BILLABLE BILLABLE	BILLABLE	MONTHLY	ANNUAL					
DEPT	DEPT			WE 400 150				GFLCVB Advertising Services Staffing and Fees



#### **Optional Services:**

**Initial Branding Services:** Other than the potential to hire a third-party research partner for approved qualitative or quantitative research on behalf of the branding development, no job positions outside of PPK staff will be needed for this Optional Service.

Adverse Impact Services: With the full scope of this service yet to be determined and defined between GFLCVB and PPK, at face value its description may lead to a more Public Relations-based approach, including, but not limited to crisis management. "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.)" If PR services become necessary on behalf of this Optional Service, PPK has listed a subcontractor, Moore, which we would utilize to meet the needs of this scope. The experienced team at Moore is outlined below, along with what would be a discounted blended hourly rate for any PR services needed on behalf of this scope:

#### Terrie Ard, APR, CPRC, COO & President

Terrie's expertise has helped grow Moore into one of the most sought-after public relations agencies in the Southeast. As Florida's only public relations agency with three Certified Public Relations Counselors (CPRC) and six Accredited Public Relations (APR) practitioners on staff, Terrie has helped recruit and retain one of the most experienced teams. She brings to her role more than 20 years of business strategy, public relations, crisis communications, and reputation management experience in a range of industries including health care, agricultural, education, transportation, workforce development, and retail. Terrie's crisis communications specialty is corporate positioning and big-picture strategy. She has led the development of crisis communications and emergency response plans for clients including Visit Florida and the Florida Chamber of Commerce. Over the years she has worked with hundreds of additional clients including Visit Tallahassee, Tallahassee International Airport, Northwest Florida Beaches International Airport, and the Deep Water Spill Recovery Group.

#### Jordan Jacobs, APR, CPRC, Senior Vice President

Jordan brings more than 15 years of communications and crisis expertise to Moore from work within public relations agencies, in-house organizations, and as an independent consultant. Jordan holds APR and CPRC accreditations—proving her ability to quickly prevent, respond to, and resolve crises. She works with clients to clearly understand their desired outcomes surrounding difficult situations. Her specialty includes helping clients develop crisis and emergency protocols and ensure the marketing strategy is in lockstep. Jordan understands that crises don't wait. She works to quickly identify the crisis team, hold discovery meetings with the client, and begin developing actionable plans to inform stakeholders and start to mitigate the

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situation. She has also led several crisis training sessions for clients utilizing real-life scenarios and situations. Jordan's experience includes work with tourist development councils, individual hotels and resorts, Northwest Florida Beaches International Airport, and the Florida Department of Environmental Protection with crisis scenarios ranging from naturally occurring environmental issues to class-action lawsuits.

#### Nanette Schimpf, APR, CPRC, Vice President

With more than two decades of experience in integrated communications, Nanette harnesses her boundless energy to generate big wins for her clients and for Moore. She holds APR and CPRC accreditations and leverages a diverse skill set including advocacy, legislative affairs, and media relations. These skills help her approach crises and adverse situations with the big picture in mind. Nanette's skills have been leveraged on behalf of organizations including the Florida Sheriffs Association, as well as dozens of nonprofits and environmental and health care organizations.

#### • Jamie Fortune, APR, Executive Managing Director

As one of Moore's most tenured team members, Jamie boasts 20 years of communications experience. She is charged with leading highly strategic client partnerships and projects. In this role, Jamie frequently helps clients navigate what can often be seen as their organization's most defining moments—crises. In addition to an APR certification, Jamie holds a certification in reputation management. Her specialty is in researching the situation, asking all the right questions, and listening closely and developing thoughtful and sensitive crisis action plans, including messages for each intended target audience. Jamie has counseled clients through immediate, emerging, and sustained crisis situations and has the expertise to get onboarded quickly. She has worked with dozens of clients including the Florida Ports Council, Max Planck Florida Institute for Neuroscience, The Florida Department of Environmental Protection, and nearly a dozen health care organizations.

# **Proposed Moore hourly rate:**

\$250 typically\*

\$155 offering

\*Crisis Communications is billed at a higher billable rate due to the intensive nature of the work and need for 24/7 monitoring including nights and weekends.

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**Social Media Services:** PPK has a Social Media department consisting of strategists, creatives and paid media managers. This Optional Service would fit right into PPK's core capabilities set and would not require any positions outside of PPK's staff to support the scope of this service. Agency rate card for these duties and job titles are:

Nicholas Stoeckle - \$175/hr - Digital Director

Jonathan Hickson - \$150/hr - Digital Project Manager

Dmitrii Osipocskii - \$175/hr – Interactive Art Director

Drew Pettus - \$150/hr - Interactive Designer

Ivana Cajina - \$150/hr - Interactive Designer

Lexi Farnella - \$175/hr - Social Media Strategist

Kat Khoener - \$150/hr - Social Media Analyst

**Website Design Services:** Services relating to developing and implementing a website that reflects new branding is also part of the in-house capabilities that PPK offers. No outside positions would be necessary to support this scope of service. Agency rate card for these duties and job titles are:

Matt Kelliher - \$300/hr - Senior Developer

Nicholas Stoeckle - \$175/hr - Digital Director

Jonathan Hickson - \$150/hr - Digital Project Manager

Dmitrii Osipocskii - \$175/hr – Interactive Art Director

Drew Pettus - \$150/hr - Interactive Designer

Ivana Cajina - \$150/hr - Interactive Designer

Lexi Farnella - \$175/hr – Social Media Strategist

Kat Khoener - \$150/hr – Social Media Analyst

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# LETTER OF INTENT

# BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN21	16476P1					
Project Title: Advertising	Agency					
Bidder/Offeror Name: PP	+K, Inc.					
Address: 1102 N Florida	a Ave.	City:	Tampa		State: FL	Zip: 33602
Authorized Representative:	Tom Kenney	- Angli		Pho	ne: 813-49	6-7000
CBE Firm/Supplier Name:	LP Media					
Address: 3107 Stirling Rd.		City:	Fort Lauderdale		State: FL	Zip: 33312
	Scott Pringle/Frank Linero			Pho	ne: 954-926	5-5722

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS1	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Photography/Video Production	541922	\$ 75,000.00	6.00 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative** 

Signature: Frank Linero County speed by Prest Linero Title: Co-Owner / President Date: 02/08/2019

Bidder/Offeror Authorized Representative

Signature: Tom Kenney County speed by Ton Namey Title: President Date: 02/06/2019

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018 Compliance Form No. 004

<sup>&</sup>lt;sup>1</sup> Visit <u>Census.gov</u> and select <u>NAICS</u> to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>&</sup>lt;sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.



# **APPENDIX**

- Insurance Documentation
- RFQ Vendor Questionnaire and Std. Certifications Disclosure
- RFQ Litigation History Reference
- Financial Information
  - o 2-years Balance Sheets
  - o 2-year Tax Returns (note: 2018 Taxes are not complete at the date of this response)



# **Insurance Documentation**

	SATIVELY AMEND, EX: SNOT CONSTITUTE A RTIFICATE HOLDER. DNAL INSURED, the pr and conditions of the cate holder in lieu of si FL 33558	TEND OR ALTER THE A CONTRACT BETWEI Dicy, certain policie uch endorsement(s). CONTRACT Alyssa C PRIONE PRIONE (813) ADDRESS. INSURRER A : ASSOCIA INSURRER B : INSURRER C : INSURRER C :	COVERAGE A EN THE ISSUII DDITTIONAL IN s may require somez 749-7948 logbinsurance of NSURER(S) AFFOR	AFFORDED BY THE POL NG INSURER(S), AUTHO ISURED provisions or bi an endorsement. A stat (AUC, No).	ICIES DRIZED e endorsed tement on	1-2120 NAIC #
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).    CONTROL   Alyssa Gomez   PRONG Ed. (813) 749-7948   PRONG Ed. (813) 200-2120   PRONG Ed. (813) 749-7948   PRONG Ed. (813) 749-7948   PRONG Ed. (813) 749-7948   PRONG Ed. (813) 749-7948   PRONG ED. (813) 200-2120   PRONG Ed. (813) 749-7948   PRONG ED. (813) 200-2120   P	and conditions of the cate holder in lieu of si	policy, certain policie uch endorsement(s).  COMERCY Alyssa C FHONE FACE, NO, EMD ADDRESS: allyssa@ INSURER 8: INSURER 8: INSURER C:	s may require somez 749-7948 (ogbinsurance.co NSURER(S) AFFOR	PAX (A/C, No):	tement on	1-2120 NAIC #
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# RFQ Vendor Questionnaire and Std. Certifications - Disclosure



DATE: 02.07.19

RE: Bid #GEN2116476P1 - Advertising Agency Services RFP-RLI-RFQ Vendor Questionnaire and Std. Certifications

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?

ANSWER: YES.

Thomas Kenney, Owner and President of PP+K, Inc. is also the owner and President of a Production Company called Contender Production Studios, Inc. Contender Production Studios operates as a independent business and partners with PP+K as a vendor for Television, Radio and Video productions.

Thank you, Thomas Kenney

PP+K, Inc.



#### STATE OF FLORIDA DEPARTMENT OF THE LOTTERY

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	Case No. LOT16-01 FOF
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	FINAL ORDER

This matter is before the Department of the Lottery following entry of Order Closing File and Relinquishing Jurisdiction in Division of Administrative Hearings Case No. 16-3864BID, on August 4, 2016.

Following entry of the foregoing Order which granted Intervenor PP+K's motion to relinquish jurisdiction and remand the case to the Department of the Lottery, St. John & Partners Advertising and Public Relations, Inc., filed with the Department of Lottery a Notice of Voluntary Dismissal with prejudice on August 5, 2016, regarding its formal written protest of the intended contract award by the Department of Lottery resulting from Invitation to Negotiate for General Market Advertising & Related Commodities and Services (ITN 001-14/15).

Accordingly, the protest filed by St. John & Partners Advertising and Public Relations, Inc., is hereby dismissed with prejudice.

DONE AND ORDERED in Tallahassee, Florida this \_\_\_\_\_ day of

Tom Delacenserie

Agency Clerk

Date: August 5, 2016 2'3001



#### NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE DEPARTMENT OF THE LOTTERYAND A SECOND COPY, ACCOMPANIED BY FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, OR WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

#### Copies furnished:

Robert H. Hosay, Esquire Foley & Lardner, LLP 106 East College Avenue, Suite 900 Tallahassee, Florida 32311 (eServed)

Donna Elizabeth Blanton, Esquire Radey Law Firm, P.A. 301 South Bronough Street, Suite 200 Tallahassee, Florida 32301 (eServed)

Brittany Adams Long, Esquire Radey Law Firm, P.A. 301 South Bronough Street, Suite 200 Tallahassee, Florida 32301 (eServed)

John A. Tucker, Esquire Foley & Lardner, LLP One Independent Drive, Suite 1300 Jacksonville, Florida 32202 (eServed)

Allison Thompson, Esquire The Solomon Law Group, P.A. 1881 West Kennedy Boulevard Tampa, Florida 33601-1611 (eServed)

Gabriel D. Pinilla, Esquire The Solomon Law Group, P.A. 1881 West Kennedy Boulevard Tampa, Florida 33601-1611 (eServed)

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Stanford R. Soloman, Esquire The Solomon Law Group, P.A. 1881 West Kennedy Boulevard Tampa, Florida 33601-1611 (eServed)

Jason B. Gonzalez, Esquire Shutts & Bowen, LLP 215 S. Monroe Street, Suite 804 Tallahassee, Florida 32301 (eServed)

Daniel Elden Nordby, Esquire Shutts & Bowen, LLP 215 S. Monroe Street, Suite 804 Tallahassee, Florida 32301 (eServed)

Joseph M. Goldstein, Esquire Shutts & Bowen, LLP 215 S. Monroe Street, Suite 804 Tallahassee, Florida 32301 (eServed)



#### STATE OF FLORIDA DIVISION OF ADMINISTRATIVE HEARINGS

ST. JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS, INC.

Petitioner,

STATE OF FLORIDA, DEPARTMENT OF LOTTERY

Respondent,

and

VS.

PP+K, INC.

Intervenor

#### ST. JOHN & PARTNERS' NOTICE OF VOLUNTARY DISMISSAL

Petitioner, St. John & Partners Advertising and Public Relations, Inc., by and through its undersigned attorneys, hereby gives notice of the voluntary dismissal with prejudice of its formal written protest to the Department of Lottery's intended award in ITN number 001-14/15. Each party shall bare its own costs and fees.

Respectfully submitted this 5th day of August, 2016,

CASE NO.: 16-3864BID

Robert H. Hosay Rhosay@foley.com Fla. Bar No. 172537

Benjamin J. Grossman Bjgrossman@foley.com Fla. Bar No. 92426 Foley & Lardner LLP 106 E. College Avenue

Suite 900

Tallahassee, FL 32301 (850) 222-6100 (Telephone) (850) 561-6475 (Fax)

4829-0897-3366.1

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and

John A. Tucker Florida Bar No. 356123 jtucken@foley.com Foley & Lardner, LLP 1 Independent Drive, Suite 1300 Jacksonville, FL 32202 Telephone: 904.359.2000 Fax: 904.359.8700

Counsel for the Petitioner, St. John & Partners Advertising and Public Relations, Inc.

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via

email this 5th day of August, 2016 to:

Josie Tamayo Florida Department of Lottery 250 Marriott Drive Tallahassee, Florida 32301 tamayoj@flalottery.com

Counsel for the Florida Department of Lottery

Donna E. Blanton Brittany A. Long Radey Law Firm 301 South Bronough Street, Suite 200 Tallahassee, Florida 32301 dblanton@radeylaw.com balong@radeylaw.com

Counsel for the Florida Department of Lottery Jason Gonzalez
Daniel Nordby
Joseph Goldstein
Shutts & Bowen
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Tallahassee, Florida 32301
jasongonzalez@shutts.com
dnordby@shutts.com
jgoldstein@shutts.com

Counsel for PP+K, Inc.

Allison Thompson The Solomon Law Group 1881 West Kennedy Boulevard Tampa, Florida 33601 athompson@solomonlaw.com

Co-Counsel for PP+K, Inc.

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# Supplier: **PPK**

# 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:
  - 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
  - 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.
- 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 nonresponsiveness 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

- 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.**
- 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.
- 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:

(Lowest Proposed Price/Vendor's Price) x (Maximum Number of Points for Price) = 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 <a href="Committee Appointment">Committee Appointment</a>.

# 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.
- 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 <u>website</u> 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:

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.

Estimated Contract Amount	Filing Fee
\$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.
- 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:

- 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.
- 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.

# 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.

	d attached responses will become part of the procurement record. It is imperative that the person completing Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.
1.	Legal business name:PP+K, Inc.
2.	Doing Business As/ Fictitious Name (if applicable): PPK
3.	Federal Employer I.D. no. (FEIN):59-3779543
4.	Dun and Bradstreet No.:153027466
5.	Website address (if applicable): www.uniteppk.com
6.	Principal place of business address: 1102 N Florida Ave. Tampa Fl 33602
7.	Office location responsible for this project: Tampa, Florida
8.	Telephone no.:8133938564 Fax no.:
9.	Type of business (check appropriate box):
	☑ Corporation (specify the state of incorporation):Florida
	☐ 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) Thomas Kenney
	b)
	c)
	d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Thomas Kenney

Title: **President** 

E-mail: **tkenney@uniteppk.com** Telephone No.: **813-393-8564** 

Name: Garrett Garcia
Title: Vice President

E-mail: ggarcia@uniteppk.com Telephone No.: 813-496-7015

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 <b>☑</b> 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 <b>⊡</b> 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 <b>☑</b> 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

#### 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.

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

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
  - 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
  - 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:

Thomas Kenney	President	2/7/19
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: PP+K, Inc.

<sup>\*</sup> 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).

#### 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: tkenney
Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:
Authorized Signature/Name: Thomas Kenney Date: 2/7/19
Title: President
Vendor Name: PP+K, Inc.

# 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  $\frac{1}{2}$  -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).

		,
<b>V</b>	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: <b>(check only one below)</b> .
		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).

3/21/2019 BidSync p. 230

PP+K, Inc.

**Vendor Name** 

2/7/19

Date

**President** 

**Title** 

Thomas Kenney
Authorized Signature/Name



# 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: <a href="http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf">http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf</a>
- 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.

 $\Box$ 

#### 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) ☐ Parent, ☐ Subsidiary,	If Yes, name of Parent/Subsidiary/Predecessor:
or	Or No ✓
Predecessor Firm?	
Party	
Case Number, Name, and Date Filed	16-3864BID
Name of Court or other tribunal	State of Florida, Division of Administrative Hearings
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ✓
Claim or Cause of Action and Brief description of each Count	This was a bid/contract award decision protest initiated by St. John and Partners ("SJP") against the Florida Department of the Lottery ("DOL"). The Protest is not broken up into specific counts/causes of action, however, the protest petition objected to the award by the Florida Department of the Lottery ('DOL") of an advertising account to PP+K. PP+K intervened to assist the DOL in defending the protest action. Among other grounds, SJP supported its protest of the award to PP+K on the alleg
Brief description of the Subject Matter and Project Involved	PP+K was awarded a significant 5-year, state-wide, advertising contract to provide all advertising and media acquisition services to the DOL for all DOL lottery products across all markets. SJP, the incumbent contractor, disputed the contract award as described above. PP+K intervened in the proceedings in support of the DOL in its vigorous defense of the grounds alleged in the protest petition, which claims were vehemently denied across the board. Ultimately, a confidential settlement of the
Disposition of Case	Pending Dismissed
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor
Opposing Counsel	Name: Robert H. Hosay
	Email: rhosay@foley.com Telephone Number: 850-222-6100
	relephone Number. 630-222-6100

Vendor Name: PP+K,Inc.

# 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.

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: Thomas Kenney
Names of Affiliated Entities: Contender Production Studios
Principal's Name: Thomas Kenney
Names of Affiliated Entities: Leverage Media Group
Principal's Name:
Names of Affiliated Entities:
Authorized Signature Name: <b>Thomas Kenney</b>
Title: President

Date: 2/7/19

Vendor Name: PP+K, Inc.

# 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 retained the solicitation; or				in	
	The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)				
Co	erm or ondition le / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change		

Vendor Name: PP+K, Inc.

# 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.

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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:
a. has a valid Broward County local business tax receipt;
b. has been in existence for at least six-months prior to the solicitation opening;
c. at a business address physically located within Broward County;
d. in an area zoned for such business;
e. provides services from this location on a day-to-day basis, and
f. 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. seg., Broward County Code of Ordinances, a

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;
- b. has been in existence for at least one-year prior to the solicitation opening;

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):

- c. 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
- d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

# **Local Business Address:**

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.

Thomas Kenney	President	PPK	2/7/19
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:

- 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" as 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:
  - 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: PP+K. Inc.

Vendor's address listed in its submittal is:

1102 N. Florida Ave. Tampa, FL 33602

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.

Thomas Kenney	President	PP+K, Inc.	2/7/19	
Authorized	Title	Vendor Name	Date	
Signature/Name				

# 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: Contender Production Studios, Inc.

Subcontracted Firm's Address: 1102 N Florida Ave. Tampa FL 33602 - Floor 1

Subcontracted Firm's Telephone Number: 813.676.3430

Contact Person's Name and Position: Lauren Houlberg

Contact Person's E-Mail Address: LHoulberg@contenderproductions.com

Estimated Subcontract/Supplies Contract Amount: TBD - Optional Services

Type of Work/Supplies Provided: Television Commercial Production

2. Subcontracted Firm's Name: Moore

Subcontracted Firm's Address: 2011 Delta Blvd, Tallahassee, FL 32303

Subcontracted Firm's Telephone Number: 850-224-0174

Contact Person's Name and Position: Terrie Ard, President & COO

Contact Person's E-Mail Address: terriea@themooreagency.com

#### **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	N/A				
2	N/A				
3	N/A				
4	N/A				
5	N/A				
	<u> </u>	<del>!</del>	<u> </u>	Grand Total	0.00

Has the Ve County?	endor been a n Yes	nember/partı	ner of a No	Joint Venture firm that was ☑	awarded a contract by the			
If Yes, Vendor must submit a Joint Vendor Volume of Work Attestation Form.								
Vendor Na	ame:							
Authoriz	ed 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	N/A					
2	N/A					
3	N/A					
4	N/A					
5	N/A					
Grand Total					0.00	

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:**

Thomas Kenney President 2/7/19
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.

Thomas Kenney President PP+K, Inc. 2/7/19
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.
- 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.
- 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 Portissued 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 quests, 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.
- 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.
- 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:

- 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.
- 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.
- 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.