

## Gestalt Brand Lab

Bid Contact **Brian Munce**  
**brian@gestaltbrands.com**  
**Ph 310-403-1945**

Address **PO Box 665**  
**Solana Beach, CA 92075**

Bid Notes **Bid includes Brand Strategy & Creative Services, Account Maintenance, Website Design and Social Media content development all as defined in the RFP.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs		
GEN2127506P1--01-01	Monthly Fee: Greater Fort Lauderdale Convention & Visitors Bureau (GFLCVB Only)	<b>Supplier Product Code:</b> Services  <b>Supplier Notes:</b> We are bidding on Brand Strategy & Creative Services including campaign concept and development, execution creative direction and mgmt, collaboration with integrated marketing communications council including media and PR partner and social media community manager, international market recos, project mgmt, vendor mgmt, developing email marketing content, 3-5 event support/annual including sourcing and mgmt of production vendor, catering, a/v, entertainment, programming, setup  Account Maintenance including management of all agency-related projects and campaign development, trade show asset support, design and conduct	<b>First Offer - \$140,400.00</b>	36 / month	<b>\$5,054,400.00</b>	Y	Y

of quant/qal research  
[3rd party research  
vendor fees billed  
separately], awards  
applications, SWOT  
analysis within first 60  
days

Social Media  
including the creation  
of original content  
and development of  
social campaigns

Tradeshows including  
concept and  
experience design  
and collaboration  
with production  
partner.

Website Refresh  
including UX/UI  
design refresh, design  
of relevant brand  
campaign pages and  
collaboration with  
developer team to QA  
and implement site  
refresh.

Bid assumes  
approximately 540  
hrs/month.

GEN2127506P1--01-02	Commission Percentage for Media Buys	<b>Supplier Product Code:</b> na  <b>Supplier Notes:</b> Not bidding on media planning or buying services	<b>First Offer - 0.00%</b>	1 / each	<b>0.00%</b>	<b>Y</b>
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GEN2127506P1--01-03	Hourly Rate for Other Departments (Sections 2.2, 5.1 - 5.5, excluding 5.2.15)	<b>Supplier Product Code:</b> Services	<b>First Offer - \$260.00</b>	7560 / hour	<b>\$1,965,600.00</b>	<b>Y</b>
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GEN2127506P1--01-04	Hourly Rate for Other Departments (only Section 5.2.15, Social Media Services)	<b>Supplier Product Code:</b> Servces	<b>First Offer - \$250.00</b>	432 / hour	<b>\$108,000.00</b>	<b>Y</b>
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GEN2127506P1--01-05	Informational Purposes Only: Optional Services (GFLCVB Only)	<b>Supplier Product Code:</b> Services <b>Hourly for Social Media Services:</b> 250 <b>Hourly for Public Relations Services:</b> n/a <b>Hourly for Website Design Services:</b> 250 <b>Hourly for Tradeshow Exhibit Planning Services:</b> 250	<b>First Offer -</b>	1 / n/a		<b>Y</b>
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Supplier Total **\$7,128,000.00**

## Gestalt Brand Lab

Item: **Monthly Fee: Greater Fort Lauderdale Convention & Visitors Bureau (GFLCVB Only)**

### Attachments

CONFIDENTIAL\_BalanceSheet\_CY2022.pdf

CONFIDENTIAL\_BalanceSheet\_CY2023.pdf

Vendor\_Reference\_Verification\_Form\_Gestalt\_GIA.pdf

Vendor\_Reference\_Verification\_Form\_Gestalt\_LunaGrill.pdf

Vendor\_Reference\_Verification\_Form\_Gestalt\_BestDayBrewing.pdf

Broward County COI1.pdf

GFLCVB\_RFP\_GestaltBrandLab\_03.07.24.pdf

### **Vendor Reference Verification Form**

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



**VENDOR REFERENCE VERIFICATION FORM**

GEN2127506P1 Advertising Agency Services				
Reference For (hereinafter, "Vendor"):	Gestalt Brand Lab LLC			
Reference Date:	03.06.2024			
Organization/Firm Providing Reference:	GIA [Gemological Institute of America]			
Contact Name:	Terri Rawson			
Contract Title:	VP, Brand & Marketing			
Contact Email:	trawson@gia.edu			
Contact Phone:	442 232 9518			
Name of Referenced Project:	GIA brand development			
Contract Number:	n/a			
Date Range of Services Provide:	Start Date: 06/2021	End Date: Current		
Project Amount:	confidential			
Vendor's Role in Project:	<input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Development of brand and marketing materials				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<small>All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this 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 the Broward County Procurement Code.</small>				
<b>***THE SECTION BELOW IS FOR COUNTY USE ONLY***</b>				
Verified via: <input type="checkbox"/> Email	Verified by:		Division:	
<input type="checkbox"/> Verbal			Date:	

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GEN2127506P1 Advertising Agency Services				
Reference For (hereinafter, "Vendor"):	Gestalt Brand Lab LLC			
Reference Date:	03.06.2024			
Organization/Firm Providing Reference:	Luna Grill			
Contact Name:	Rich Pinnella			
Contract Title:	President, Chief Brand Officer			
Contact Email:	rpinnella@lunagrill.com			
Contact Phone:	(949) 300-5148			
Name of Referenced Project:	Luna Grill			
Contract Number:	n/a			
Date Range of Services Provide:	Start Date: 11/2019	End Date: Current		
Project Amount:	confidential			
Vendor's Role in Project:	<input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Development of brand and marketing materials				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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GEN2127506P1 Advertising Agency Services					
Reference For (hereinafter, "Vendor"):		Gestalt Brand Lab LLC			
Reference Date:		03.06.2024			
Organization/Firm Providing Reference:		Best Day Brewing			
Contact Name:		Jim Gunning			
Contract Title:		Chief Marketing Officer			
Contact Email:		jim@bestdaybrewing.com			
Contact Phone:		310.993.0922			
Name of Referenced Project:		Best Day Brewing			
Contract Number:		n/a			
Date Range of Services Provide:		Start Date: 01/2021	End Date: Current		
Project Amount:		confidential			
Vendor's Role in Project:		<input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)					
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)					
Development of all brand and marketing materials					
Please rate your experience with the referenced Vendor via checkbox:		Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:					
Responsive:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accuracy:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverables:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:					
Staff Expertise:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professionalism:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Deliverables:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooperation with:					
Your Firm:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/> Verbal			Date:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services Inc.) and CONTACT (Sandra Bao, (442) 244-6932, sandra.bao@hubinternational.com). Includes INSURER(S) AFFORDING COVERAGE: Federal Insurance Company (20281), Beazley Insurance Company (37540).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Prof Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise.

Table with 2 columns: CERTIFICATE HOLDER (Broward County, 115 South Andrews Ave, Fort Lauderdale, FL 33301) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



**March 8, 2024**

Subject: Response to RFP for Brand Development Services

Dear Greater Fort Lauderdale Convention & Visitors Bureau,  
We are excited to present our proposal for the brand development services outlined in your recent Request for Proposal. Gestalt Brand Lab ["Gestalt"] specializes in holistic brand development, crafting distinct, enduring brands with a proven track record of success. We are confident in our ability to elevate the Greater Fort Lauderdale Convention & Visitors Bureau brand to new heights.

**Key Strengths:**

**1. Holistic Brand Development:**

Gestalt specializes in a holistic approach to brand development. Our seasoned veterans and talented team bring a depth of strategic brand thinking to the table, ensuring that every aspect of the brand aligns with its purpose, aesthetic, and an emotional human connection.

**2. Distinct and Ownable Brand Ideas:**

Our expertise lies in crafting distinct and ownable brand ideas and aesthetics that resonate with your target audience. We pride ourselves on creating enduring brands rooted in macro cultural trends and universal human truths, steering clear of fleeting micro trends.

**3. Seamless Activation and Execution:**

Unlike many agencies who focus on isolated tactics [digital agencies, social media agencies, advertising agencies, etc.], Gestalt considers every touchpoint of a brand in our approach to development and activation. This ensures a cohesive and impactful brand experience across all interactions and builds real equity over time.

**4. Global Network of Talent:**

We maintain an extensive network of A-list global artists, directors, photographers, production partners and talent, enriching our creative process and allowing us to bring diverse perspectives to every project.

**5. Proven Partnership Approach:**

Gestalt is not just a service provider; we are a true partner with a demonstrated history of achieving results. Our collaborative approach ensures that your vision is seamlessly integrated into every aspect of the brand development journey.

Attached please find our detailed proposal outlining our strategic approach, experience, and a comprehensive plan for GFLCVB's success. Thank you for considering Gestalt as your brand development partner.

Sincerely,

Brian Munce  
Managing Director  
Gestalt Brand Lab  
brian@gestaltbrands.com

**GFLCVB + Gestalt**

## **Table of Contents**

### **Gestalt: Agency Overview**

- Who we are
- Brand development methodology & approach
- Services & Capabilities
- Relevant case studies & experience

### **Creative Assignment: "Everyone Under the Sun"**

### **Gestalt: Additional Background**

- Team structure & bios
- Relevant case studies & experience
- Account management approach
- Media planning & buying
- Agency workload
- Agency processes & SBE/CBE utilization
- Client testimonials & references
- Locations & contact details

# Gestalt: Agency Overview

**We are Gestalt. We develop iconic brands that unite the power of purpose, aesthetic, experience and human connection to create meaningful and enduring brands.**

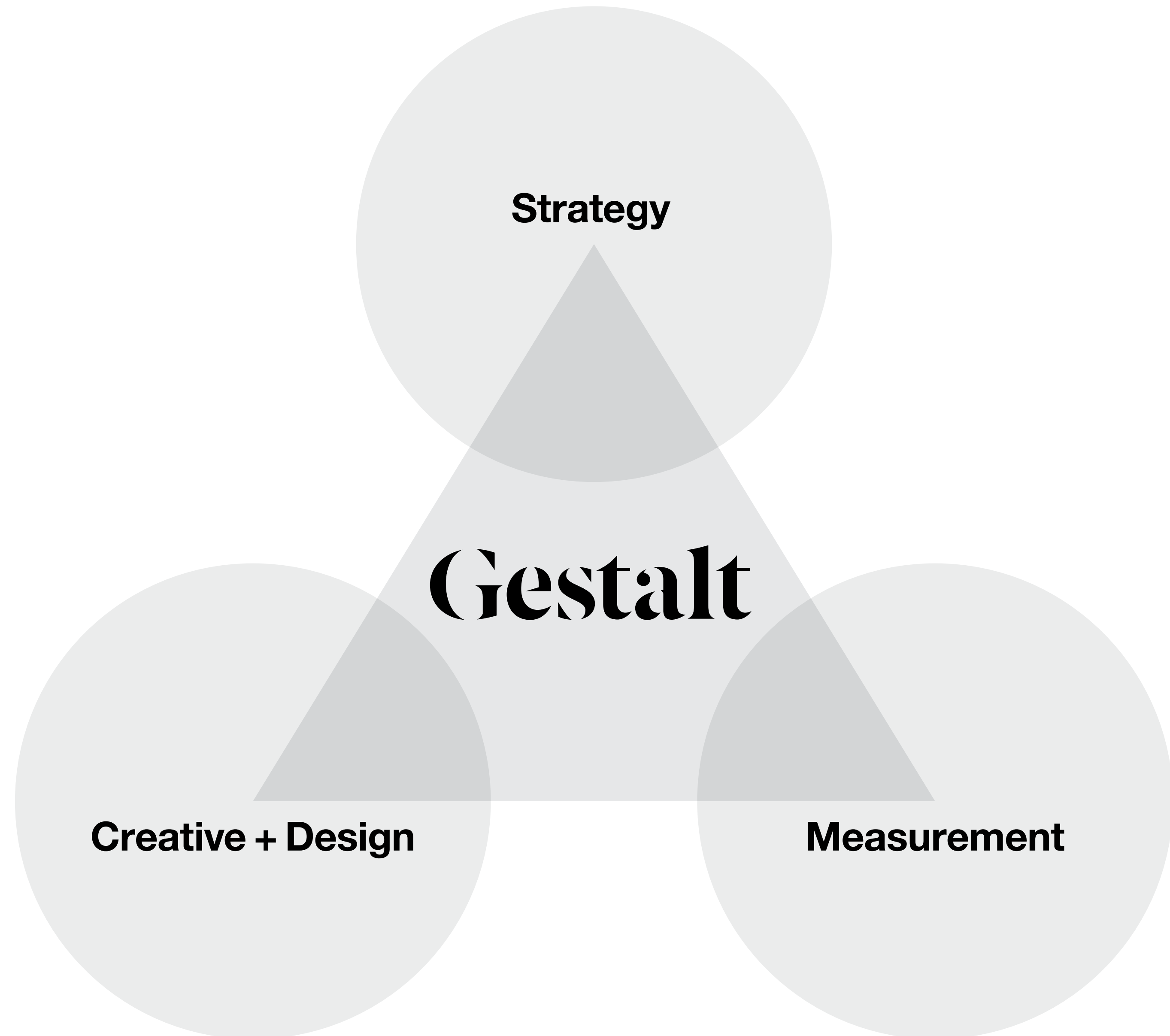
GFLCVB + Gestalt

# Gestalt: A true brand development company

The whole is greater than the sum of its parts. This is Gestalt: distinct, holistic, globally minded brand creation that breaks through to stimulate your entire business.

## Where we excel:

- depth of strategic brand thinking
- distinct and ownable brand ideas and aesthetic
- culturally inspired, holistic brand activation and execution
- extensive work with global artists, directors, photographers and talent
- true partner with proven experience and results



# Define the Brand for Long-Term Success

Gestalt will use its proprietary brand development approach to establish a unique, clearly defined and emotionally resonant brand idea and aesthetic for the Greater Fort Lauderdale Convention & Visitors Bureau, the foundation for all future brand marketing and communications.

## Brand Definition

Establish a singular meaning and purpose for the Greater Fort Lauderdale Convention & Visitors Bureau to inform all communications, activations, experiences.

## Visual Power

Create a distinct and ownable brand aesthetic that clearly defines the Greater Fort Lauderdale Convention & Visitors Bureau as the most sought-after destination in the US and around the globe.

## Emotional Connection

Drive desire to connect deeply with the all considered target audiences.

## Holistic Execution

Artfully execute the Greater Fort Lauderdale Convention & Visitors Bureau brand holistically across all brand connection points, ensuring every dollar spent is an investment in real, long-term brand equity.

# Our Proprietary Brand Development Process

## 01

### Vision

Grounding every process in the brand vision and clear, measurable objectives

## 02

### Insight

Traditional research is combined with proprietary techniques to gain insight into a rich set of cultural, industry and consumer drivers

## 03

### Essence

Simultaneously exploring strategic and creative white space to derive an ownable and sustainable brand essence

## 04

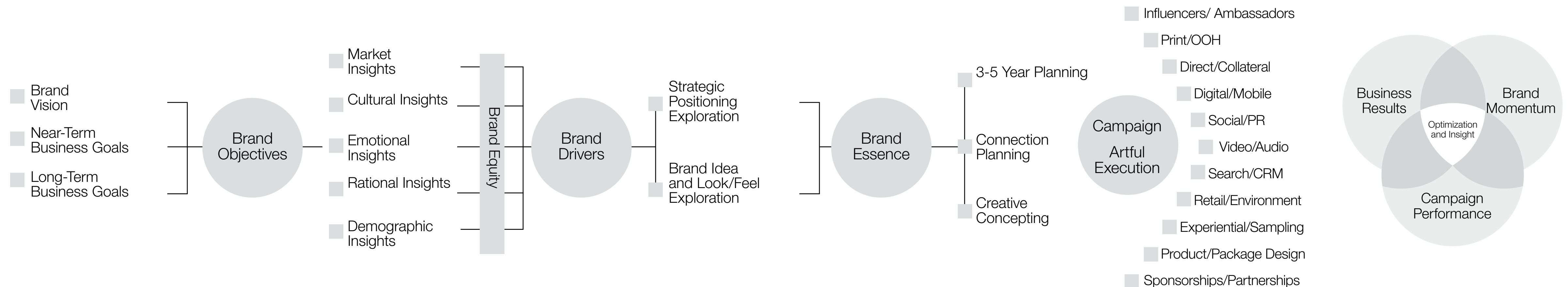
### Integration

Connections insights and creative ideation leading to a powerful campaign idea that is artfully and holistically integrated across channels

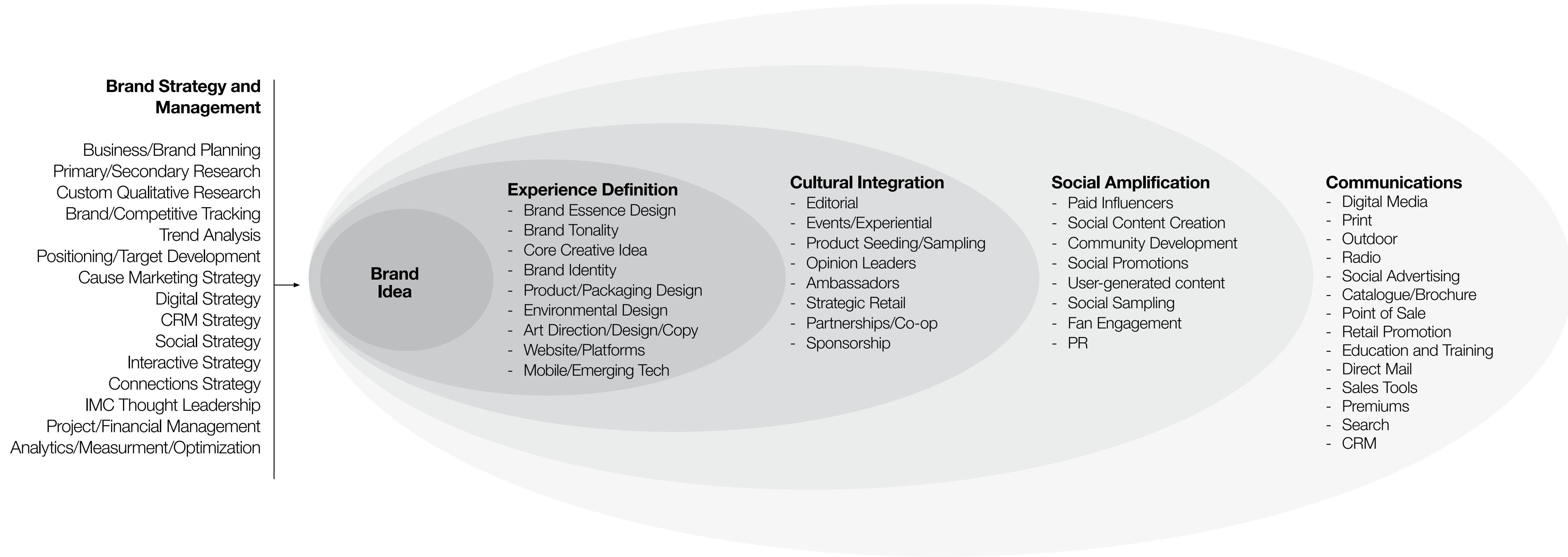
## 05

### Impact

The campaign is measured against a pre-determined KPIs to inform new insights and uncover opportunities for optimization



# Gestalt achieves sustained business growth through the creation of distinct brand experiences and holistic branding



# Gestalt Case Studies

Gestalt Hospitality & Tourism Brand Experience



Holistic brand development



Holistic brand development



Lead global agency, 7-years



Lead global agency, 4-years



Lead agency, 4-years



Lead agency, 3-years



Lead agency, 3-years



Lead agency, 14-years



Holistic brand development



Brand development



Holistic brand development



Holistic brand development



Holistic brand development



Holistic brand development



Holistic brand development

**Gestalt Case Study**

# SLS HOTEL™

**Defining the artistic icon of playful modern glamour**

**Reason included:** tourism and hospitality; holistic brand development; connected all SBE properties under a portfolio brand idea including hotels, restaurants, bars/nightclubs; launched SLS South Beach which sold in 2015 for \$125MM

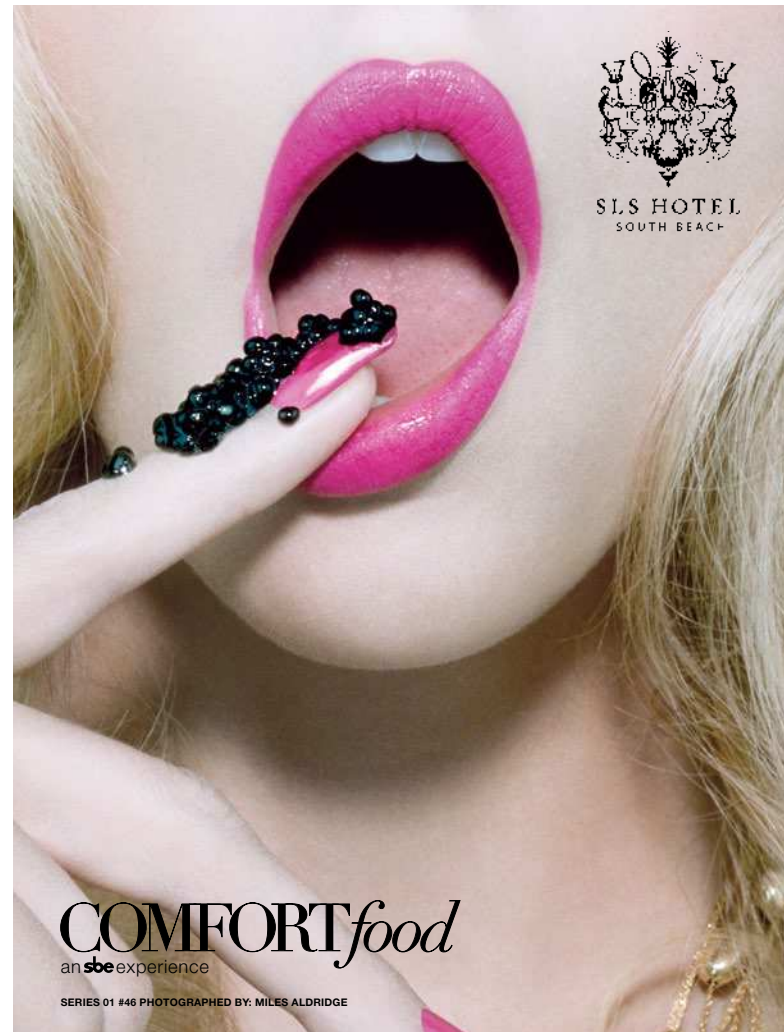
Gestalt Case Studies

# SLS HOTEL™



Gestalt Case Studies

# SLS HOTEL™



Campaign Posters



Outdoor



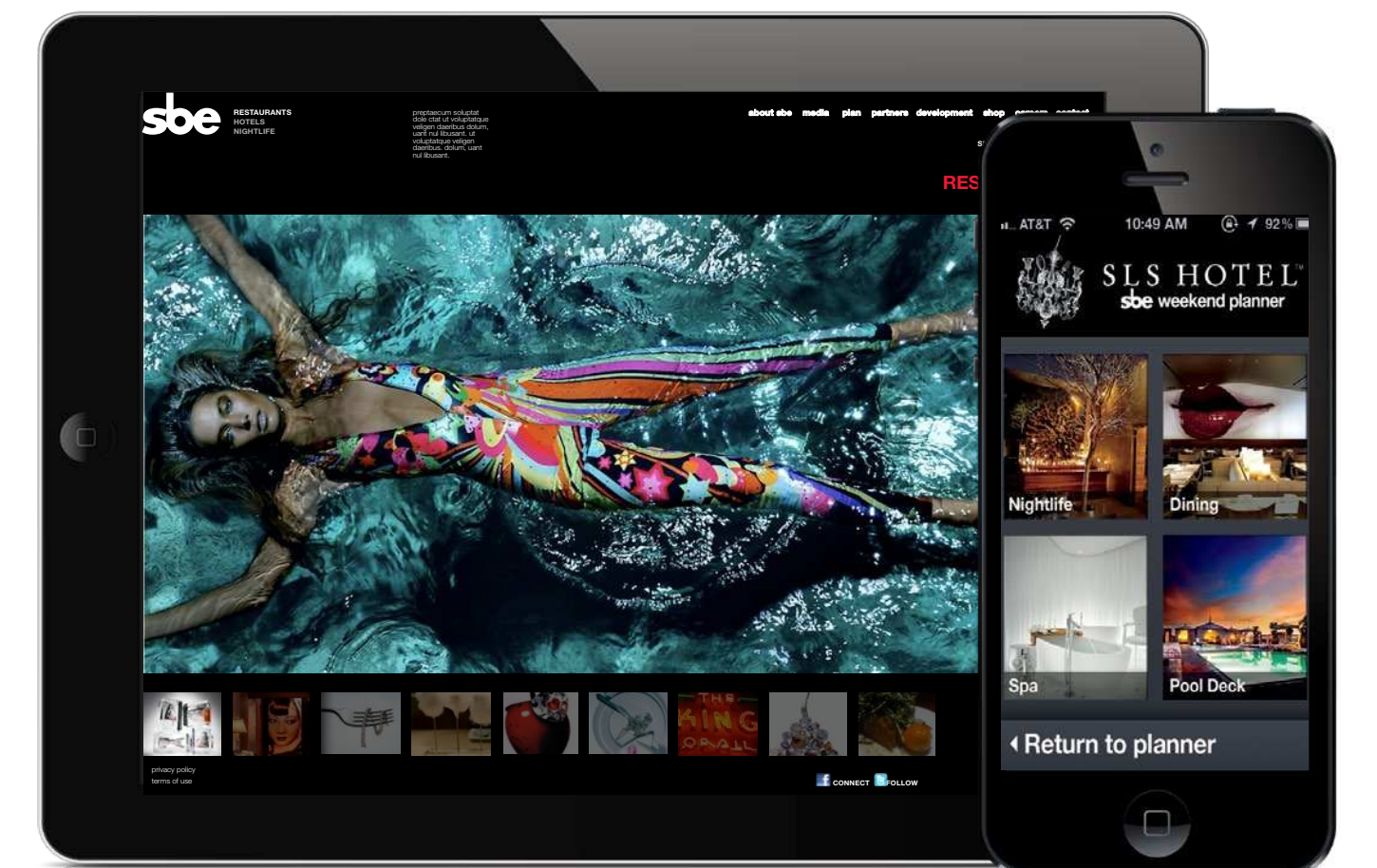
Direct mail



Out of Home



Collateral Design



Interactive Content

**Gestalt Case Study**

# ***Hard Rock*** HOTEL

THE BUNGALOWS RESIDENCES FLATS **AT THE HARD ROCK** LAS VEGAS

**Building the icon of rock and roll glamour**

**Reason included:** tourism and hospitality; holistic brand development; connected all Hard Rock properties under a single portfolio brand idea including Las Vegas hotel, restaurants, bars/nightclubs; developed and launched the multi-million-dollar residences with Peter Morton which sold out prior to breaking ground; the residences sold to the Morgan's Hotel Group for \$780MM

Gestalt Case Studies

# Hard Rock

HOTEL

THE BUNGALOWS RESIDENCES FLATS AT THE HARD ROCK LAS VEGAS



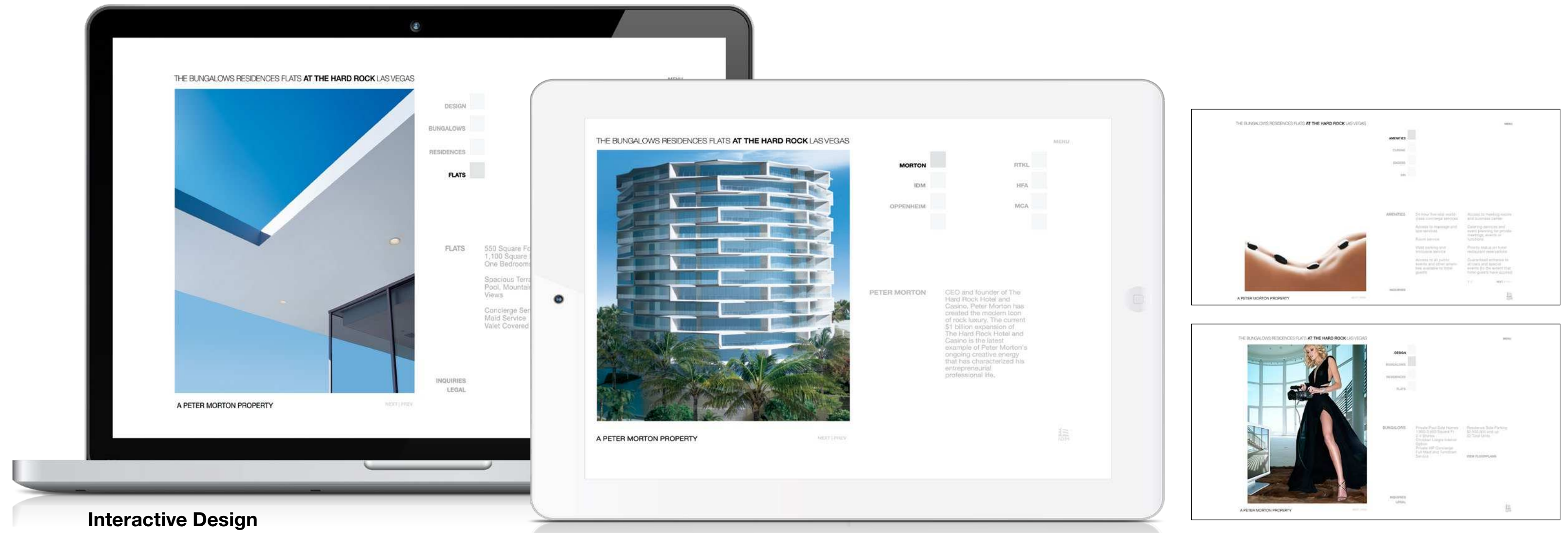
Gestalt Case Studies

# Hard Rock

THE BUNGALOWS RESIDENCES FLATS AT THE HARD ROCK  
HOTEL LAS VEGAS



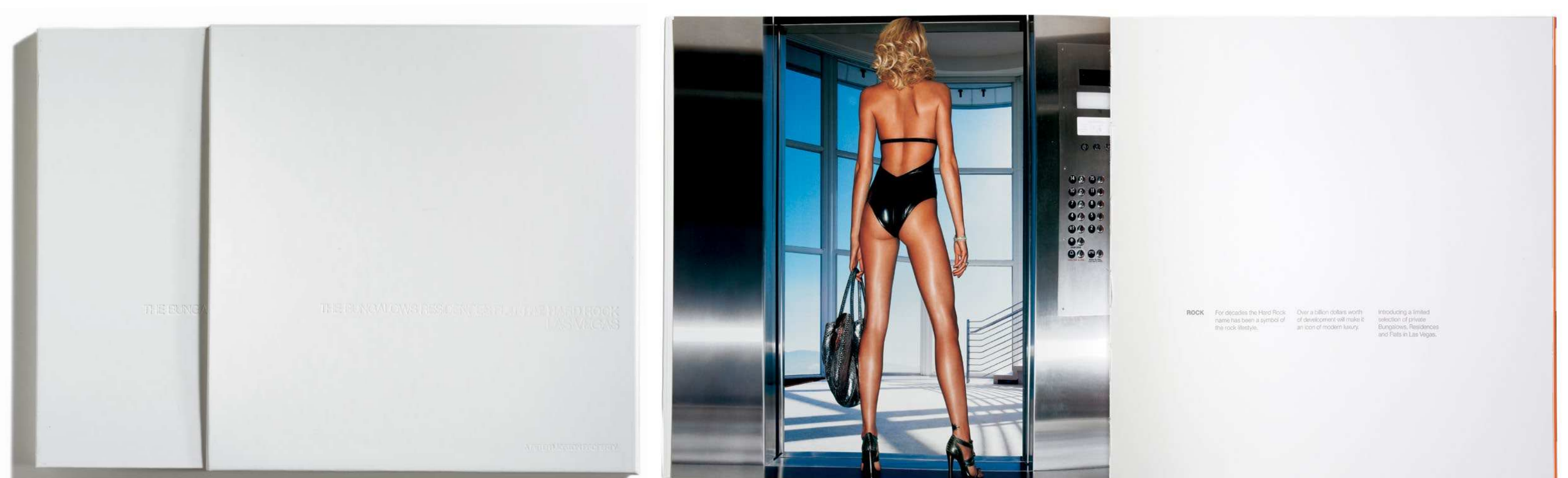
Campaign Posters



Interactive Design



Print Ads

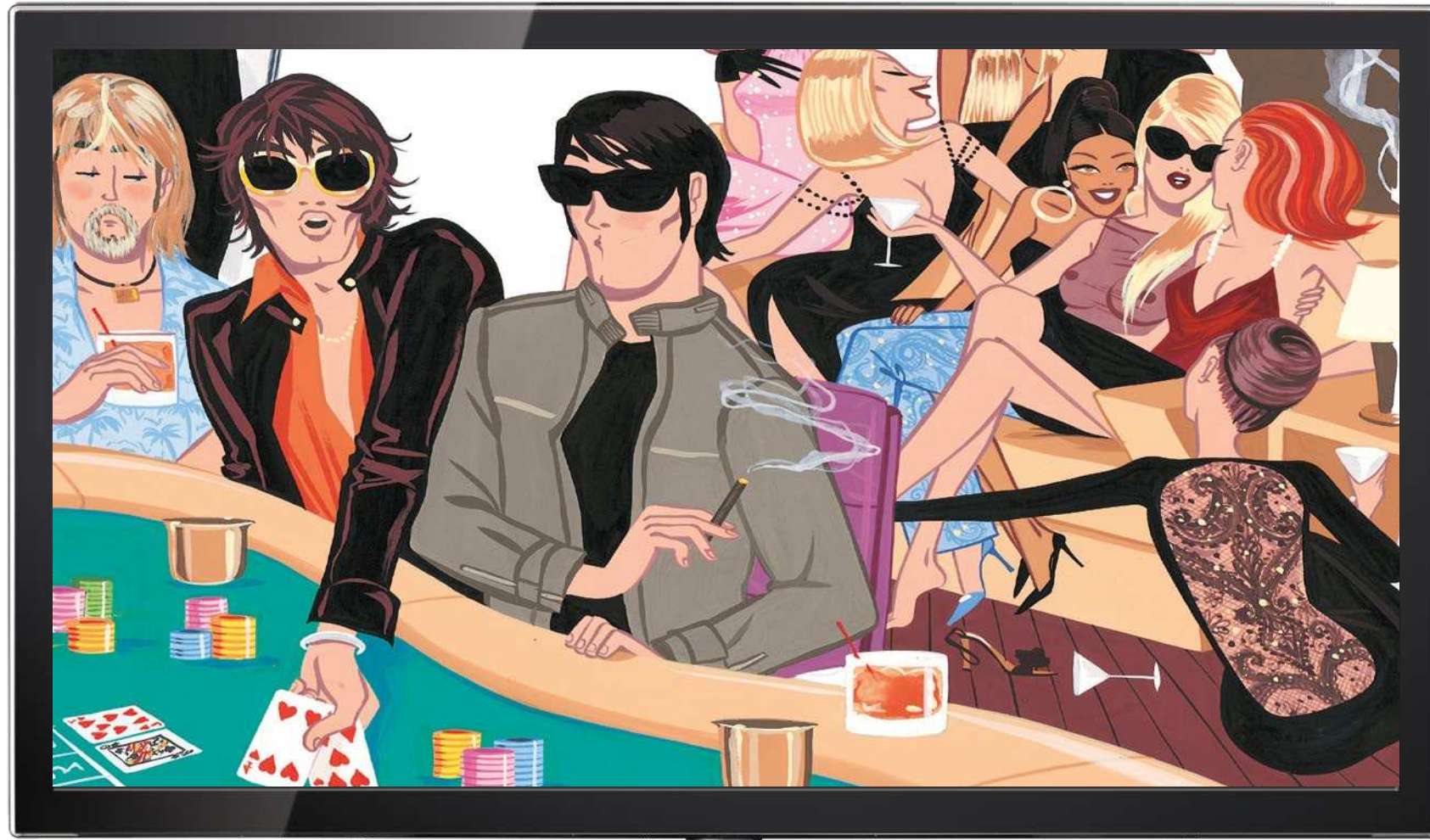


Collateral Design

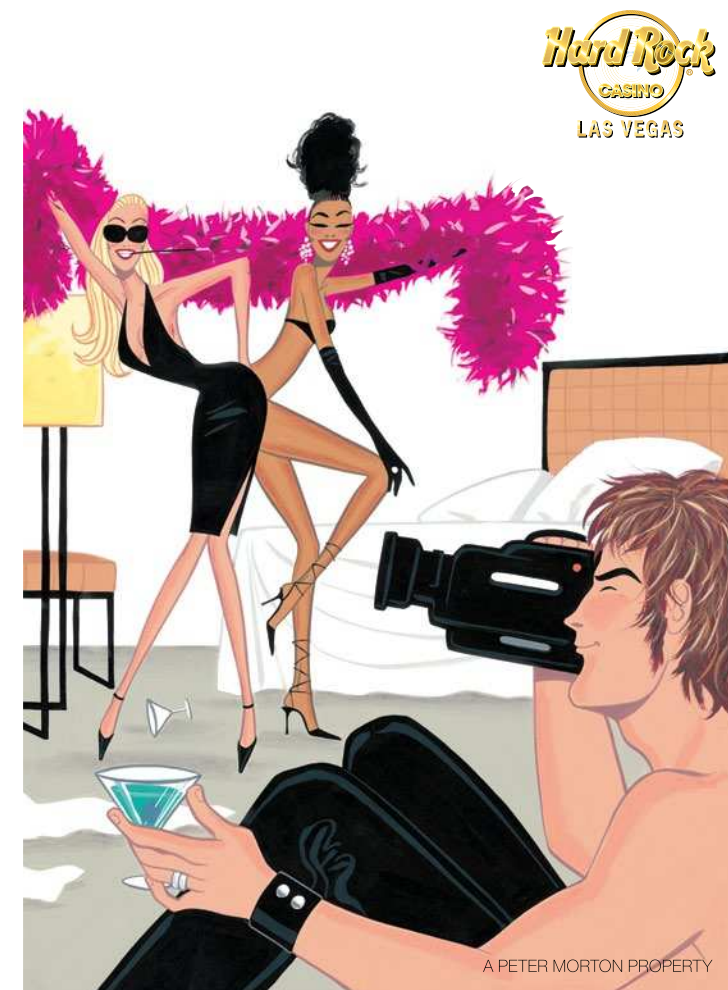
Gestalt Case Studies

# Hard Rock HOTEL

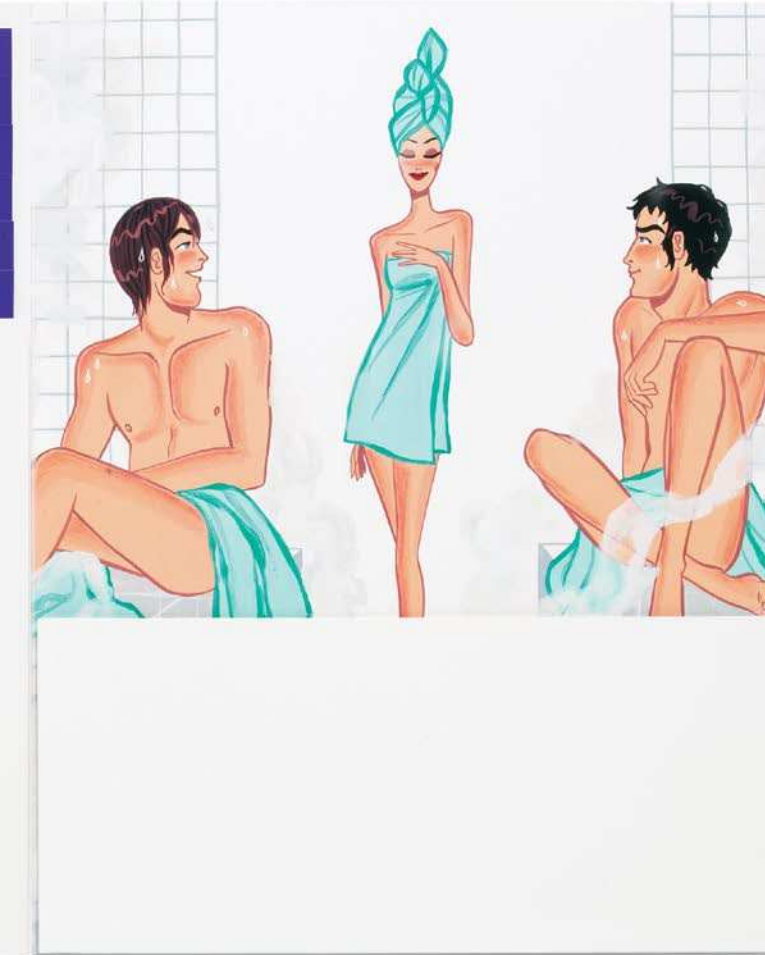
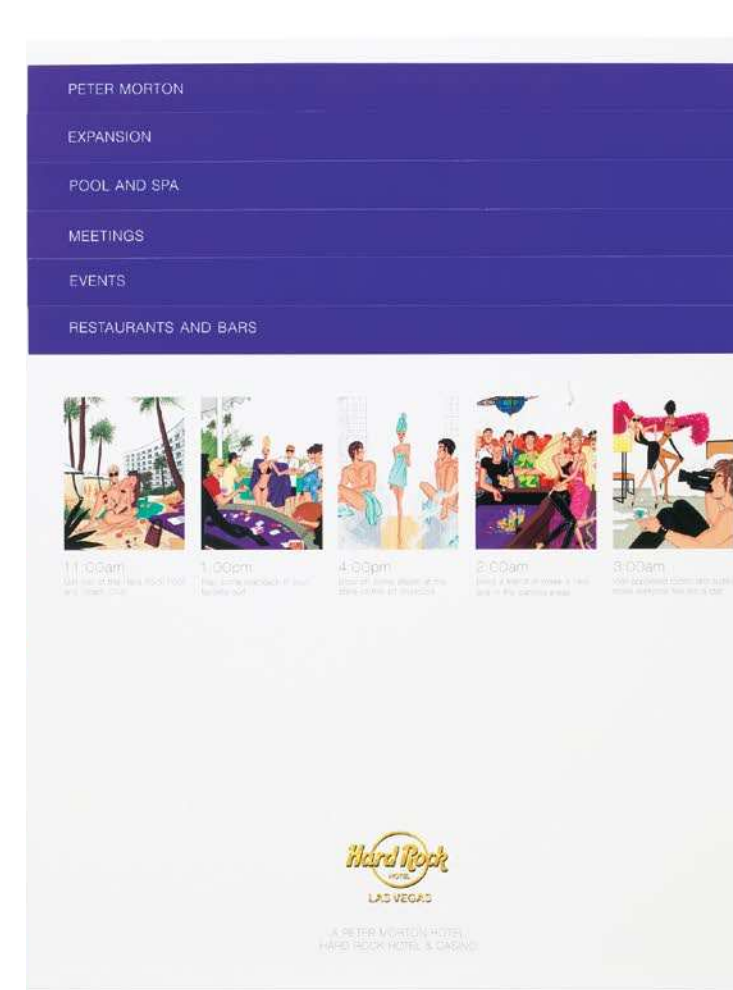
THE BUNGALOWS RESIDENCES FLATS AT THE HARD ROCK LAS VEGAS



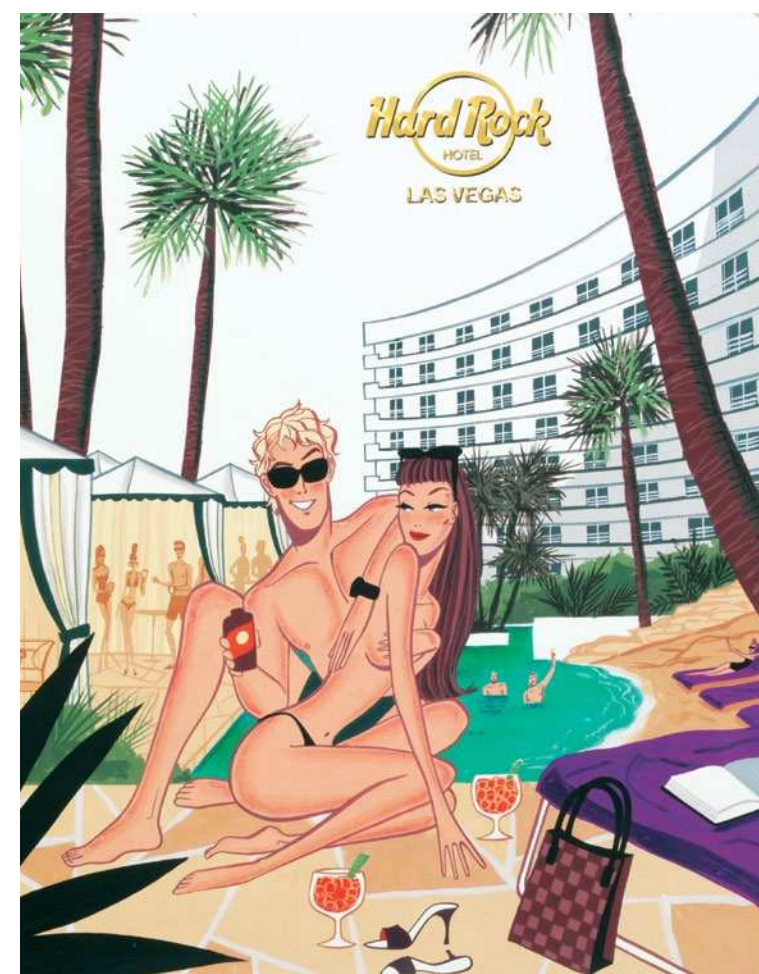
TV/Video



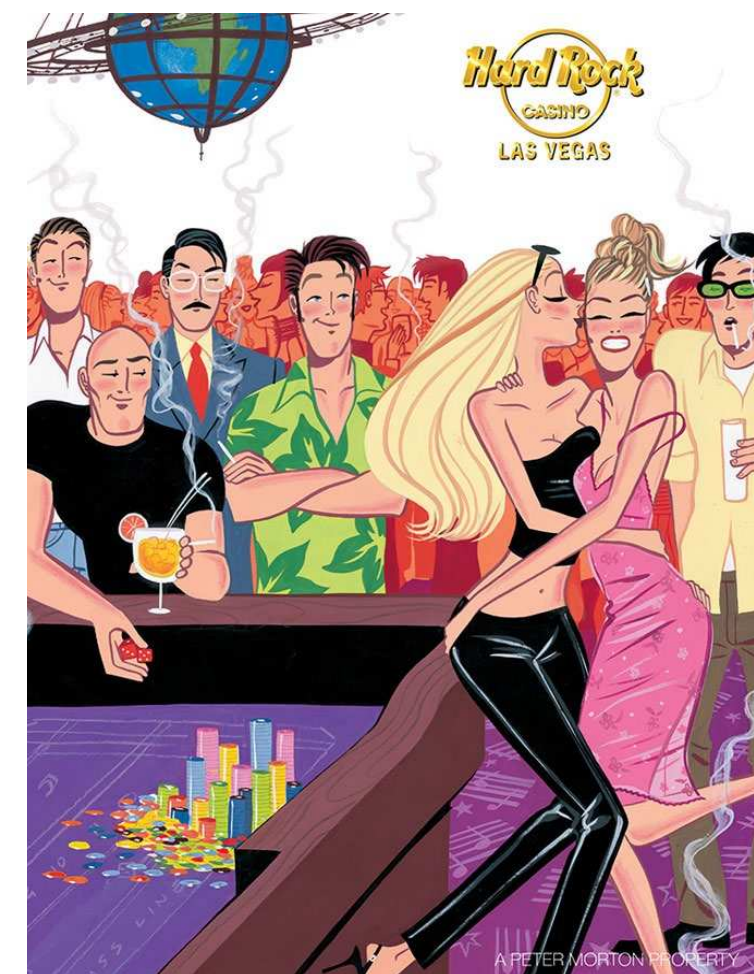
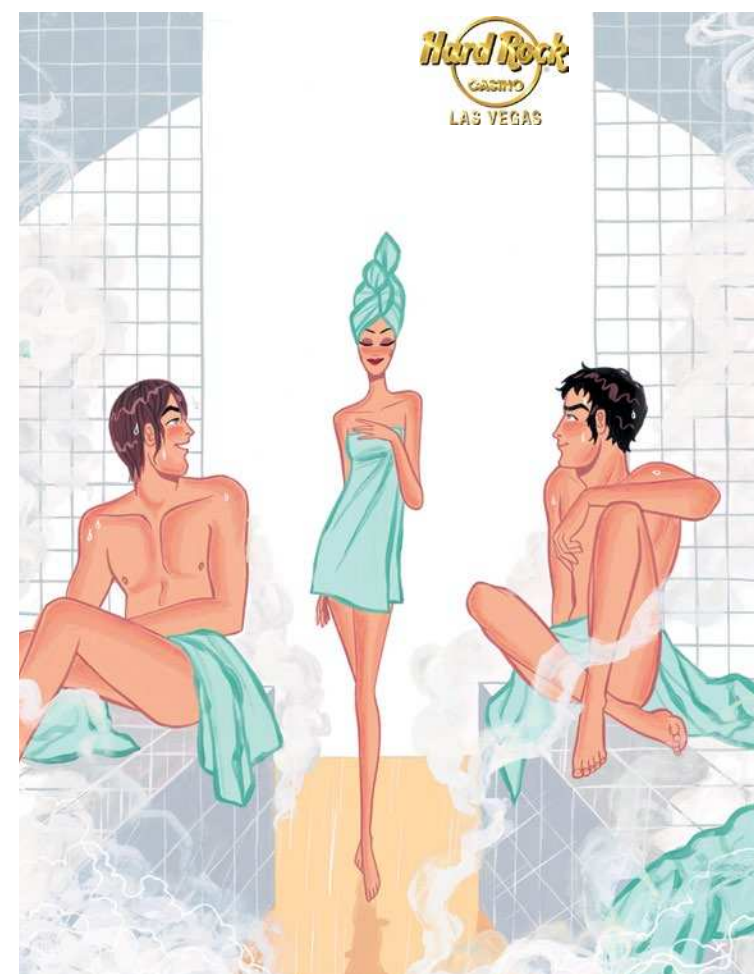
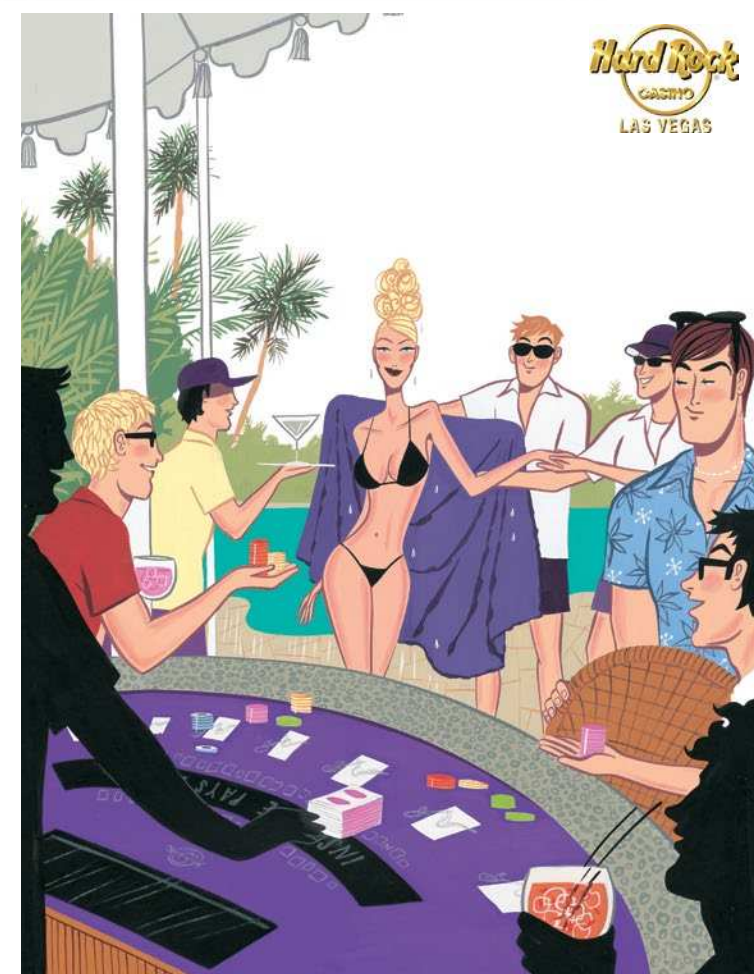
Direct Mail



Collateral



Campaign Posters



Interactive Design

# Creative Assignment: "Everyone Under the Sun"

GFLCVB + Gestalt

# Approach to Creative Assignment

The following provides an initial glimpse into our interpretation of ‘Everyone Under the Sun’. Our creative solution will be more than an aesthetic refresh; it will entail a holistic approach to telling your story in a way that is captivating, memorable and effective across diverse touchpoints, meets your business objectives, and leaves an enduring impression on your audience.

GFLCVB + Gestalt: Everyone Under the Sun

# Ft. Lauderdale is 'It'

Ft. Lauderdale is the "IT" place for everyone to do everything under the sun. No other destination is trending like Ft. Lauderdale for fun, style and celebrating individuality. With so many amazing restaurants and fabulous experiences day and night it's no wonder Ft. Lauderdale is the new "IT" place.

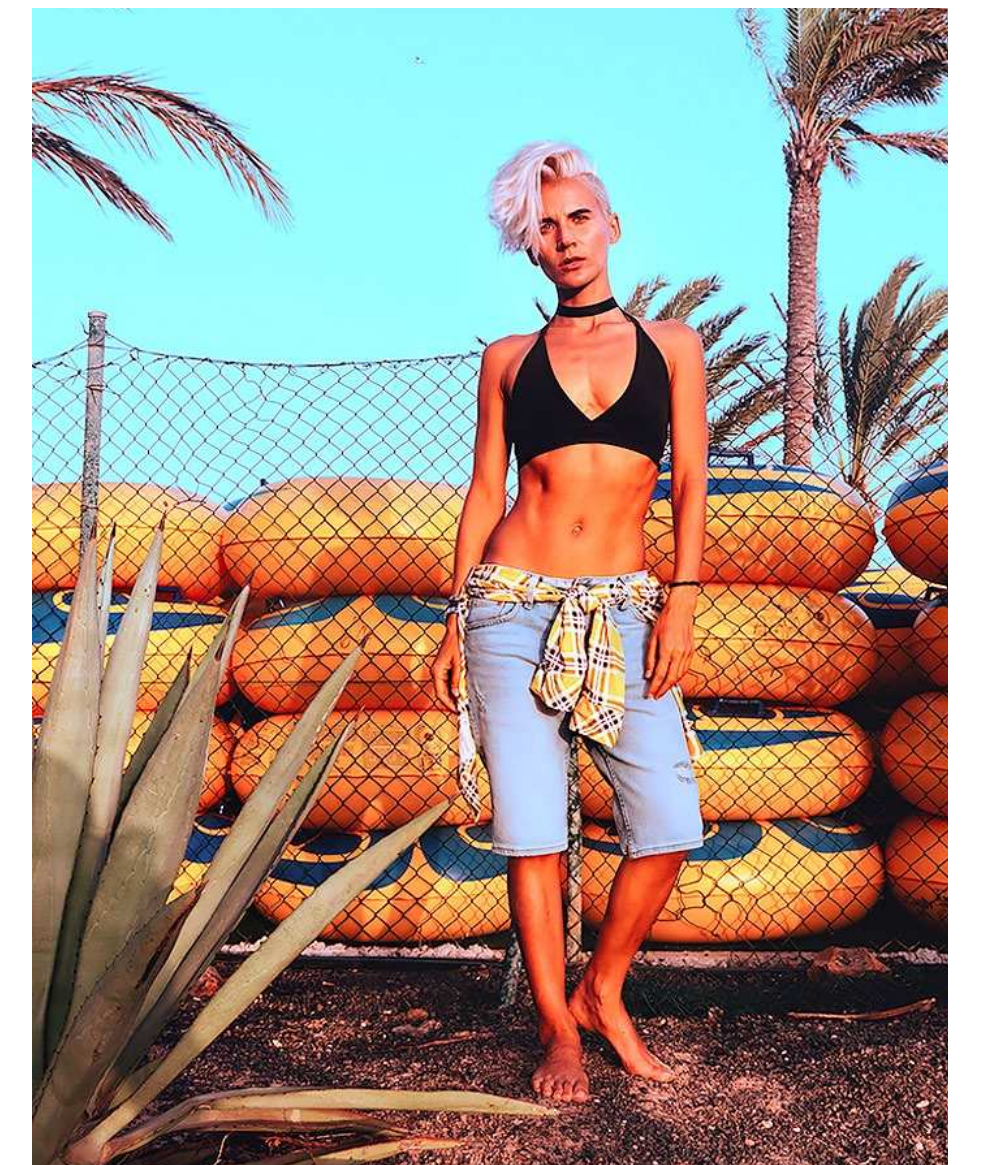
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Feel  
'It'  
in  
Ft. Lauderdale



Be  
'It'  
in  
Ft. Lauderdale



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Taste  
'It'  
in  
Ft. Lauderdale



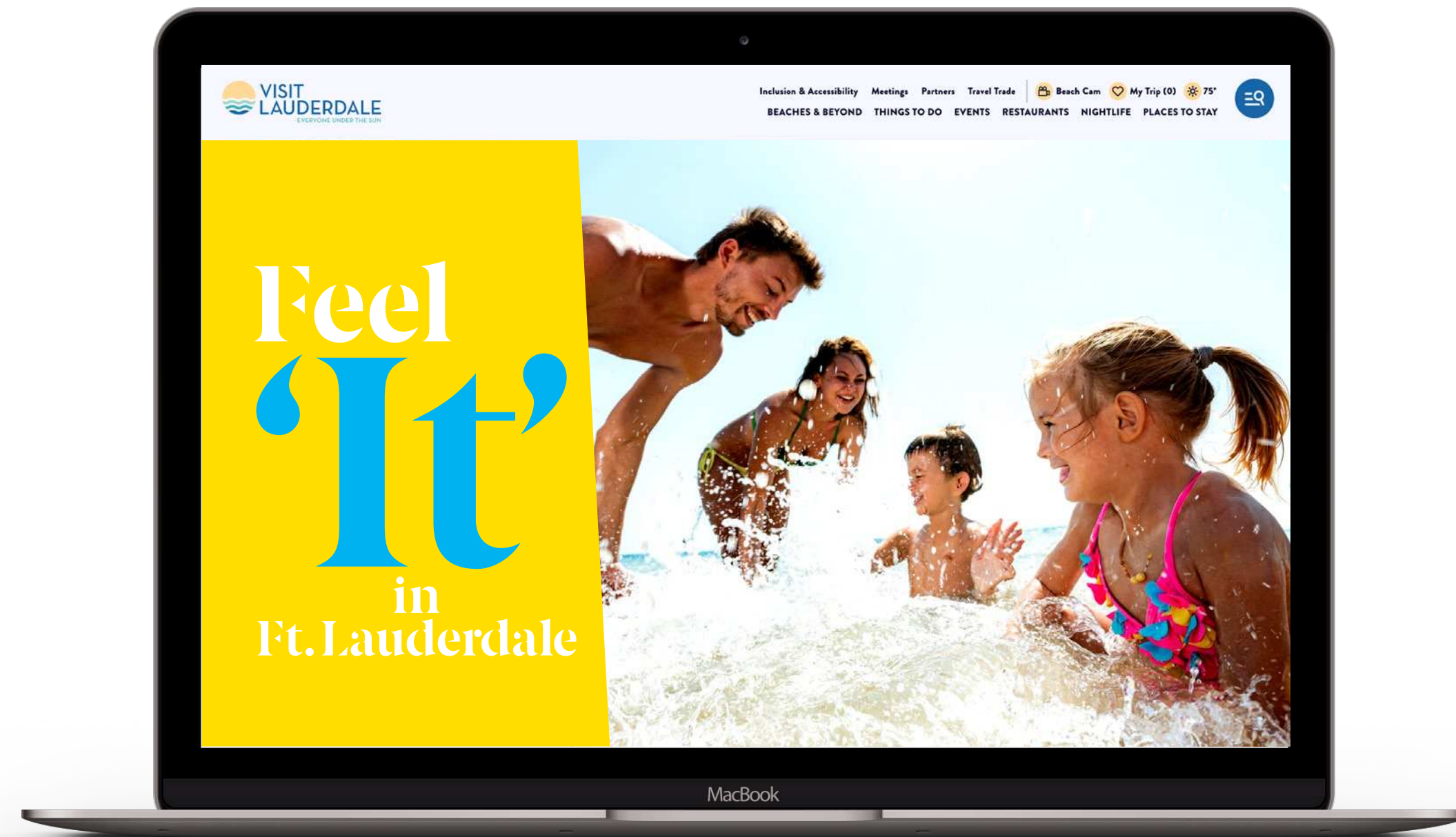
Share  
'It'  
in  
Ft. Lauderdale



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## Gestalt IMCM / Integrated Marketing Communications Model for FT. Lauderdale

All marketing communications utilize the Ft. Lauderdale is “IT” concept in a variety of ways and will be adaptable and relevant to every target audience segment and experience or attraction.



Website Design Featuring Carousel of Imagery



Wild Postings



Digital Video

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## Activating Ft. Lauderdale is “IT”

Activations and brand experiences will bring the Ft. Lauderdale is “IT” idea to life through fun social media, physical shareable experiences and accessories.



Instagram Stories



Apparel / Accessories



# Gestalt Structure & Additional Background

# Gestalt Team Structure

Gestalt Brand Lab is the leader in holistic brand creation, having developed many of the world's most recognizable and coveted brands through its distinct, fully integrated, globally-minded thought leadership and iconic creative execution. We believe that true branding endures at the intersection of relevant, macro cultural movements and a clearly defined and integrated brand purpose, brand story and brand aesthetic.

Our entire staff are trained in these brand development principles. On the following pages, we have defined the human resources who will guide and lead your business. Should there ever be a relationship need or business need to reassign talent or scale up to deliver on larger-scale projects, Gestalt has a network of talent at the ready in addition to in-house talent recruitment services should we need to procure new resources.

Gestalt Brand Lab Agency Leadership	Strategic Planning & Research	Creative and Digital Design	Brand Management	Integrated & Performance Media Partners
<p><b>Chad Farmer</b> Executive Creative Director</p>	<p><b>Tonia Lowe</b> Strategic Planner</p>	<p><b>Chad Farmer</b> Executive Creative Director</p>	<p><b>Brian Munce</b> Managing Director</p>	<p><b>SEO Specialist/Performance Digital</b> Gr0.com</p>
<p><b>Brian Munce</b> Managing Director</p>	<p><b>Paige Valle</b> Strategic Planner</p>	<p><b>Hicham Badri</b> Creative Director - Art Direction &amp; Design</p>	<p><b>Beth Matthews</b> Brand Director / Head of Talent</p>	<p><b>Media Planning &amp; Buying</b> Canvas Media</p>
		<p><b>Rob Strasberg</b> Creative Director - Copywriting</p>	<p><b>TBC</b> Brand Manager</p>	<p>Noble People</p>
		<p><b>Shane Fabila</b> Interactive/Web Designer</p>	<p><b>TBC</b> Brand Manager</p>	<p>Haloumi Media</p>
		<p><b>TBC</b> Art Director</p>	<p><b>TBC</b> Assistant Brand Manager</p>	<p>Pal8</p>
		<p><b>TBC</b> Copywriter</p>		<p><b>Public Relations</b> Dog &amp; a Duck</p>
		<p><b>TBC</b> Producer</p>		



# Gestalt Team Bios

## About Chad Farmer: Executive Creative Director

Chad established his career as an Art Director, driven by the belief that advertising should elevate cultural aesthetics and tap into timeless, universal human emotions. His distinct, graphic communication style gained national recognition when, at 23, he became Senior Art Director at Lord Dentsu & Partners in Los Angeles after graduating from the Art Center College of Design in Pasadena. At LD&P, Chad orchestrated a groundbreaking campaign for American Suzuki Motorcycles, propelling them from the fifth to the top spot in the U.S. Japanese motorcycle market. He also led the team that secured business for the Acapulco and Los Cabos Boards of Tourism.

In 1993, Chad left Los Angeles to become Executive Creative Director at Lambesis, Inc. Under his strategic guidance, Lambesis earned the title of “Best Agency in the West Under \$40M” by the American Advertising Federation, overseeing dramatic growth in both billings and size. Chad's success stems from his unique approach of engaging top creative talents from the film and art worlds. His work, recognized academically and culturally, has been featured in university marketing textbooks, blockbuster films, and even earned a chapter in Malcolm Gladwell's bestseller, "The Tipping Point."

Today, as a founding member of Gestalt, Chad continues his commitment to crafting cohesive brands that transcend conventional boundaries. Infusing art, entertainment, and elevated aesthetics, he guides brands like the Gemological Institute of America (GIA), Martin Katz (jewelry), Best Day Brewing, B. Wright Leadership Academy, and more.

## About Brian Munce: Managing Director

Brian Munce, a founding member of Gestalt Brand Lab, brings a wealth of experience as a strategic leader in brand management and account direction. Launching his career in Account Management at TBWA Chiat/Day, Brian honed his skills overseeing Infiniti's West Region business and later expanding responsibilities to manage Nissan's Southwest Regional business across multiple states. As the Account Director for Red Bull Energy Drink at Kastner & Partners, Brian played a pivotal role in the brand's monumental growth, orchestrating comprehensive communication initiatives from advertising to grassroots events, PR, and more.

Joining Lambesis in 2007, Brian's impact was profound. Rising to Executive Director of Brand Management and Partner, he led the agency through significant growth, securing notable accounts such as DASANI from The Coca-Cola Company and fostering long-term relationships with other Coca-Cola brands. His strategic contributions extended to partnerships with Fisker Automotive, Grand Marnier, Cunard Cruise Line, Princess Cruises, and more.

Brian's academic foundation in Creative Writing and Media Arts from the University of Arizona complements his passion for brand growth. Now, as a founding member of Gestalt, Brian leverages his strategic acumen and creative problem-solving to help brands articulate clear, consistent, and purposeful narratives, fostering unity between company and customer for the greater good.

# Gestalt Team Bios

## About Beth Matthews: Brand Director

Beth has dedicated her entire professional career to the world of brand advertising. Fresh from University, she jumped into an account management role at (then) Chiat/Day – working directly under the President of the agency in supporting the execution of highly-awarded, hundred-million dollar campaigns from Jack in the Box, Taco Bell, and ABC Television, plus new business. She jumped at the chance to meld her personal passion for travel with her love of creative advertising by adding Singapore Airlines and the Hong Kong Tourism Bureau to her client list. Her reputation then brought her the opportunity to manage the global/international Apple account at TBWA\Chiat\Day, producing numerous “Silhouettes” campaigns, one of the most awarded campaigns in the industry.

Over ten years ago, Beth parlayed her experience in account management to center around agency operations. She adds a decade of talent acquisition, recruitment, operations and HR support for advertising agencies to her list of strengths. Today, her passion for creative excellence and knack for driving organizational success has brought her to Gestalt. Beth says she has no free time, but when it occurs, you can find her championing fair and equitable practices within public schools, playing tennis, cooking, or planning a trip somewhere unexpected.

## About Tonia Lowe: Strategic Planning

With over 20 years of strategic expertise, Tonia Lowe is a seasoned professional dedicated to unearthing critical insights that propel brand building and growth. Her passion lies in comprehending consumer motivations and seamlessly aligning them with a brand's business objectives. Tonia has wielded her strategic acumen for renowned brands including Audi, Toyota, Sony, Chipotle, SKYY Vodka, LEGO Education, California State Lottery, Harrah's Entertainment, and Celebrity Cruises.

Tonia's standout achievements include enlightening America on the significance of real ingredients for Chipotle and expanding horizons for Celebrity Cruises. Outside the strategic realm, she finds joy in swimming, hiking, immersing herself in fiction, orchestrating vacation plans, and collaborating with her engineer husband to craft whimsical birthday cakes. Tonia's commitment to laughter, coupled with her extensive industry experience, positions her as an invaluable asset in crafting compelling brand narratives at Gestalt.

## About Paige Valle: Strategic Planning

Paige Valle, a seasoned senior brand strategist and creative partner, brings extensive expertise in crafting emotive brands for high-growth companies. With a background spanning creative agencies and in-house creative teams, Paige excels in developing robust brand and product messaging strategies. Her unique approach translates these strategies into inspiring creatives, empowering marketing operators to deploy, test, and refine effectively.

Having served as the head of strategy for global fintech company Pay Joy, led brand and creative at Stitch Fix, and contributed brand strategies for Cycle Bar, Mejuri, Eventbrite, and Ogury, Paige boasts a versatile portfolio. Noteworthy among her accomplishments are leading the strategy for the rebrand of The Oakland Zoo under the Conservation Society of California and guiding the San Francisco Aquarium of the Bay through a leadership transition with a comprehensive strategy, employee brand promise, and engagement strategy.

Paige's profound insights and strategic prowess make her an invaluable asset at Gestalt Brand Lab, where she continues to shape compelling brand narratives for clients poised for growth.

# Account Management

At Gestalt, our account management approach is centrally rooted in our comprehensive, proprietary methodology, seamlessly integrating strategy, creative development, production, digital production, media relations, and placements. We hold two things precious: 1. we work in complete partnership with our clients, and 2. we are wholly accountable to clearly defined and mutually agreed upon KPIs.

## **Creative and Digital Production:**

Gestalt's creative and digital production processes are perfectly illustrated in the quality and detail of our creative output. Regardless of size, scope and timeline of a production, Gestalt has cemented its digital and creative production processes as some of the best in the world. We encourage you to visit our website as illustration of the quality of our creative and digital production work.

## **Media Relations:**

In the spirit of holistic partnership with our clients, we have regularly engaged with both internal and external client vendors in making sure our creative and digital campaigns are amplified in the right touchpoints. Further, as we take our creative campaign and extend that to our consumers, it is in both our and our client's best interests to see that work come to light in the market in its most impactful way. Our account management understands fully that meeting our mutually agreed upon KPIs is not possible without a strong, strategic media relations, planning and placement plan.

## **Media Placements:**

Extending through production and media relations to media placements, account management takes responsibility for placements that align with your brand narrative, maximizing exposure in impactful channels. Our data-driven strategy ensures your message reaches the right audience at the right time.

## **Business Intelligence Integration:**

At the core of our account management is seamless integration of business intelligence tools, throughout the creative process. Analytics measure performance, analyze market dynamics, and refine strategies in real-time. This iterative approach adapts and optimizes efforts, surpassing predefined key performance indicators.

Our account management team embodies a holistic perspective, strategic creativity, and continuous business intelligence integration. We are eager to partner with the Greater Fort Lauderdale Convention & Visitors Bureau and look forward to surpassing your advertising and marketing objectives together.

# Account Management: Research, Business Intelligence, and Tourism Industry Knowledge

At Gestalt, we understand the critical role of research, business intelligence, and industry knowledge in shaping effective Destination Marketing Organization (DMO) strategies. Our goal is to provide the right combination of people and tools to make the most informed decisions.

## **Dedicated Research Team:**

Gestalt's Strategic Planning team specializes in analyzing market trends, consumer behavior, and competitive landscapes specific to DMOs. Not only is our team well-versed in qualitative, quantitative and analytics tools, they are deeply committed to staying on top of the latest industry developments, as well as the latest destination market developments. For GFLCVB, we have two highly-seasoned Strategic Planners dedicated to your business, and to being the key consumer voice from creative development through to optimizing campaigns.

## **Business Intelligence Tools:**

It takes a number of years of experience filtering through data before a strategy team becomes truly skilled at what is actionable and what is noise. Our team of Strategic Planners unlock actionable insights from a sea of analytics, pulling from everything from macro-trends to sentiment analysis tools. Every client has its own set of pre-existing conditions, so we will work with you to select the right tools to collect, interpret, and visualize the data that is most relevant to helping the GFLCVB achieve its KPIs.

## **Tourism Industry Knowledge:**

Gestalt's team brings extensive experience and expertise in the tourism industry. From travel to airline to entertainment to hotel to cruise ship to tourism boards, we love a good tourism challenge. With our deep understanding of diverse destinations and tourism products, we will create ideas and develop strategies that resonate with target audiences and deliver on GFLCVB goals.

# Account Management: Analytics and Decision-Making

## **Key Performance Indicators (KPIs):**

We will review and discuss the most critical KPIs (e.g. increase in website traffic, digital vacation planner usage, awareness), as well as supporting KPIs, and establish a human-friendly system for monitoring and making ongoing strategic or campaign adjustments. Depending on the creative idea, supporting KPIs could include things like media impressions, social media engagement, and increase in search.

## **Campaign Performance Analysis:**

We will analyze the performance of marketing campaigns, assessing factors such as awareness, engagement, reach and conversion rates, at an agreed upon cadence based on a campaign media plan. Each analysis check point will provide an opportunity to assess effectiveness of audience, channel and content strategies being measured and adapt as needed.

## **Consumer Sentiment and Feedback:**

Based on channels most important to the GFLCVB, we will recommend a sentiment analysis tool with which to gauge both rational and emotional perceptions and capture specific feedback. These on-going sentiment analyses will allow us to respond promptly to evolving trends or events and respond to emerging questions or concerns.

## **Competitive Landscape Assessment:**

Regular assessments of the competitive landscape will be conducted, enabling us to identify emerging trends, benchmark the GFLCVB against competitors, and seize opportunities for differentiation. A SWOT analysis will be conducted in the first 60 days of our engagement.

Critical to our approach is an agreed upon client-agency system for reviewing analyses, insights and recommendations, and ultimately, making decisions. This includes striking a balance between analytical tools and our collective in-depth understanding of the tourism industry. This approach will not only empower the GFLCVB with actionable insights but will propel the destination's marketing success.

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# Project Approach: Media Planning & Buying

Gestalt partners with large and small media planning and buying agencies and collaborates with them to develop the right strategic approach for your business, monitor and learn from real-time analytics and adapt and optimize to drive successful campaigns that meet and exceed your objectives. As your lead strategy and creative partner, we will lead an integrated marketing council of agency partners to ensure a holistic approach to all brand marketing and activation.

# Gestalt Workload

At Gestalt, we are an indispensable extension of our client marketing teams, delivering a level of service befitting the most esteemed global brands. Our commitment is to make each client feel exclusively attended to, fostering a sense that they are our sole focus. We have dedicated account liaisons who interact with our client partners daily, ensuring seamless communication throughout our engagement.

With a presence in La Jolla, CA and Miami, FL, Gestalt thrives in luxury-tourism-travel-hospitality and understands emphatically what the coastal lifestyle is all about.

With over 80 years of experience amongst our core leadership team and over 10,000 advertising professionals in our network, should the needs of the Greater Fort Lauderdale business require us to scale, we are prepared to do such at speed. And rest assured, your business will consistently be led by our seasoned experts. We defy the industry norm by keeping our most experienced professionals actively involved throughout all engagements, avoiding the common practice of passing responsibilities to junior talent 'after the pitch.'

In the rare instance of challenges or conflicts, our senior leadership intervenes promptly, making necessary adjustments to uphold the spirit of our enduring partnership.

Gestalt collaborates with clients both as an Agency of Record and on a Project-basis, maintaining a commitment to transparency with no conflicts of interest among active or prospective clients.

The following are current clients with active projects:

Luna Grill Mediterranean Kitchen [AOR, 4-years]

Best Day Brewing [AOR, 3-years]

Gemological Institute of America ("GIA") [long-term, project-based, 3-years]

Martin Katz [project-based, 1-year]

Wainscot Media [AOR, new, Florida-based publishing]

The following are additional clients managed within the past five years that are not currently active:

B. Wright Leadership Academy

Johnathan Schultz

Le Art Noir

Lumin

Meridian

Chosen Foods

Jamba Juice

Chuze Fitness

CycleBar

Mamma Chia

# Account Processes & SBE/CBE

At Gestalt, our client engagements take two forms: long-term Agency of Record agreements and Project-based assignments. In both instances, when Gestalt takes charge of the relationship, we act as the primary point of contact with third-party partners. Client involvement is facilitated as needed to guarantee a seamless and efficient production. Our commitment is to maintain clear and open communication channels at every stage, fostering collaboration and ensuring the successful execution of each project.

## **AOR:**

In our AOR contracts, monthly retainer fees are evenly distributed, typically due on the 1st of each month preceding service. An annual estimation of hours is provided, with a general monthly allocation. While some months may see higher demands, and others lower, our goal is to achieve a balanced distribution over the year. Bi-annual internal reviews ensure alignment with business priorities, allowing for timely adjustments if additional time is needed. Once signed, total fees are generally non-refundable and non-cancelable.

## **Project-Based:**

For Project-based agreements, fees are billed in two installments: 75% at project commencement and the remaining 25% upon completion or the defined term's end.

## **SBE/CBE:**

In our commitment to diversity and inclusion, Gestalt gladly partners with Small Business Enterprise (SBE) and Certified Business Enterprise (CBE) firms for advertising and marketing material production. We incorporate SBE/CBE requirements in bids, prioritizing their involvement. If bids do not meet our high standards of quality, we consult with clients to potentially widen our search before proceeding with a non-SBE/CBE entity. For production specifically, Gestalt ensures a streamlined process by appointing a dedicated producer who serves as the liaison between the agency, production partners, and clients. With an office in Miami, as well as production contacts located there, we look forward to integrating SBE and CBE partners into our agency projects.

# Client Testimonials

Below are a few of the nice things our current and past clients have shared with us.

## **“A creative partner who builds your brand.**

When you are given the responsibility of defining and developing a fast-growing brand, you must surround yourself with people who make you better. A year ago, I was given this task and partnered with Gestalt Brand Lab of San Diego... I could not be more pleased. I have had the experience of being on both the agency and client side of the fence in my career. The executives at Gestalt Brand Lab first seek to completely immerse and understand your brand, quickly uncovering blind spots. They partnered with us at Luna Grill on our journey to define our purpose, values, brand positioning, voice and aesthetics. They are an intelligent group of individuals who base their work upon insights and relevant observations. A true partner in every sense, constantly challenging, pushing and learning. Their ability to turn strategy on paper into beautiful executions is remarkable. They have turned our functional into the emotional and have helped us connect and build our consumer base. Big ideas do not need to cost big dollar\$, by way of our Coastal Med Bowl. TV Spot attached. This was produced during COVID for a fraction of the dollars of a typical production. The partnership has produced great results... our product mix, sales and food photography have seen a dramatic change in direction. The agency is a well-rounded tribe of brand veterans who are not only strategically savvy, charismatically creative, but just really... good... people.”

**-President & Chief Brand Officer  
Luna Grill Restaurants**

## **“The heart and soul of a brand.**

This talented team has mastered the skill of bringing brands to life. They served as my agency of record for several billion-dollar brands and consistently proved that their approach and process was effective at building a strategic and dynamic marketing ecosystem. The team is solid, creative, and on the pulse of the shifting landscape. Additionally, I love working with them. They are real, caring, and connected people that go beyond a brief to discover untapped opportunities.”

**-AVP & Global Group Director  
The Coca-Cola Company**

## **“Some of the best work and most collaborative people I’ve been involved with.**

I've had the pleasure to have worked with the team at Gestalt for several years at various companies I have worked at. Account management and creative capability are top notch.”

**-SVP Business & Marketing  
Seagate Technology**

## **“Best branding/communications agency I ever worked with.**

I worked with the Gestalt executive team at two different companies and in both cases, the branding and communications strategy they developed created a unique, authentic and relevant brand personality that separated and elevated the brands from all others in a very crowded marketplace, resulting in tremendous brand growth in both sales and market share. They consistently provided dedicated and top-level service in research, creative and production. They are the best of the best!!”

**-CMO, VP Marketing  
Physician Formula, YesTo Cosmetics, Lumin, Meridian**

## **“The team is focused and has great creative energy.**

Their approach has been to listen, digest... and then provide very thoughtful recommendations for strategic brand direction.”

**-VP of Global Sales & Marketing, Fisker Automotive**

## **“True partners who use insights and turn into wonderfully creative execution.**

I use "true partners" purposefully because working with the team at Gestalt Brand Lab was like working with those on my own team. Even though we were separated by three time zones, the team at Gestalt continued to take the time to learn not just about the projects that involved content for video, radio, print, OOH and social/digital, but about the core fundamentals of the business. They participated - alongside the brand team - in research to ensure that their execution was grounded in consumer truths and sentiment. Not only did they deliver work that was beautiful, the work exceeded testing benchmarks and drove sales that helped lead to #1 brand status in the category. No partnership is ever 100% roses, and I appreciate how committed the team at Gestalt is to work through the challenges and course correct, as needed. They are true partners, indeed.”

**-Brand Director  
The Coca-Cola Company**

# Client References

We welcome you to connect with our client references below. Each is more than happy to speak with you and share their experiences working with the team at Gestalt. Please let us know if you would like our assistance coordinating an introduction:

## **Terri Rawson**

VP Brand & Marketing  
Gemological Institute of America  
trawson@gia.edu  
(442) 232-9518  
Relationship: branding agency

## **Rich Pinnella**

President & Chief Brand Officer  
Luna Grill Restaurantsrpinnella@lunagrill.com  
(949) 300-5148  
Relationship: branding agency

## **Jim Gunning**

Chief Marketing OfficerBest Day Brewing  
jim@bestdaybrewing.com  
(310) 993-0922  
Relationship: branding agency

## **Miami-based clients of Gestalt:**

### **Brent Wright**

Founder/CEO  
B. Wright Leadership Academy  
brent@bwrightla.com  
(305) 713-7958  
Relationship: branding agency

### **Louis Oliver**

Founder  
Le Art Noir  
louisoliver3@gmail.com  
(954) 558-4269  
Relationship: branding agency

### **Mark Dowden**

President/CEO  
Wainscot Media  
mark.dowden@wainscotmedia.com  
(914) 260-7560  
Relationship: branding agency

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# Gestalt Locations & Contact

Thank you for considering Gestalt Brand Lab as your brand development partner.

## Locations:

### La Jolla, CA [HQ]

7514 Girard Ave  
Ste. 1  
La Jolla, CA 92037  
Ph: (858) 215-2110

### Miami, FL

66 W Flagler Street  
Ste. 900  
Miami, FL 33130  
Ph: (786) 776-4110

## Contact:

Brian Munce  
Managing Director  
c: 310.403.1945  
e: [brian@gestaltbrands.com](mailto:brian@gestaltbrands.com)  
w: [gestaltbrands.com](http://gestaltbrands.com)

# Gestalt

## Supplier: Gestalt Brand Lab

### 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 Periscope S2G for the response to be deemed valid by the County. Refer to the [Purchasing Division website](#) or contact Periscope S2G for submittal instructions.

#### A. Responsiveness Criteria:

A Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation.

**The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive.** The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) 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 Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

##### 2. Criminal History Screening Practices Certification

Refer to **Criminal History Screening Practices Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

##### 3. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

#### B. Responsibility Criteria:

A Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it

contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

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-responsible.

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

## 1. **Litigation History**

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response.

A case is considered to be “material” if it relates, in whole or in part, to any of the following:

- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History**. 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 the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
  - c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
  - d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
  - e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
  - f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

## 2. **Financial Information**

- a. All Vendors are required to submit the Vendor’s financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor’s financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County’s written request.

- 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 shall 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 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 to 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 to the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

### 3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information submitted with the solicitation response.
- c. It is the Vendor's sole 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 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. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can obtain the required insurance coverages.

## C. Additional Information and Certifications

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

### 1. Vendor Questionnaire and Standard Certifications

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

- a. Drug-Free Workplace Certification
- b. Non-Collusion Certification
- c. Public Entities Crimes Certification
- d. Scrutinized Companies List Certification

### 2. Subcontractors/Subconsultants/Suppliers Requirement

If the Subcontractors/Subconsultants/Suppliers Information Form is included in the solicitation, 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 Requirement** 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 solicitation response and will be considered by the Evaluation Committee.

1. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
2. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.

- b. 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.

- c. 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 Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

#### **E. Cone of Silence**

1. The Board of County Commissioners updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.
2. The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the Cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business Development (OESBD) Small Business Development Specialist Supervisor (954) 357-6400, and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.
3. The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.
4. Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.
5. Review the Cone of Silence Ordinance, [Section 1-266](#) of the Broward County Code of Ordinances, for more detailed information.

#### **F. Evaluation Criteria**

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding evaluation criteria.
3. The County is not required to request, consider, or analyze Vendor's Evaluation Criteria responses received after the solicitation response due date; however, the County reserves the right to obtain clarifying information from a Vendor in writing for the Evaluation Committee.
4. For Request for Proposals - the following shall apply:
  - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.

- b. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:  
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{(Maximum Number of Points for Price)}} = \text{Price Score}$$
  - d. After completion of scoring, the County may negotiate pricing as in its best interest.
5. For Requests for Letters of Interest or Request for Qualifications - the following shall apply:
- a. The Evaluation Committee will create a short list of the most qualified firms.
  - b. The 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.

## **G. Demonstrations**

Refer to **Special Instructions to Vendors** if Demonstrations are applicable. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary.

In accordance with Section 286.0113, Florida Statutes, and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

## **H. Presentations**

Vendors that are determined 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 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 Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

## **I. 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.

## **J. Evaluation Committee Meetings**

Evaluation Committee Meetings are posted on Broward County's [Sunshine Meetings](#) website.

## **K. Committee Appointment**

The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

**L. Committee Questions, Request for Clarifications, Additional Information**

1. At any committee meeting, the 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.
2. 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) Evaluation Committee meeting.

**M. 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 electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

**N. 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. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
3. To submit confidential material, at least one copy (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" 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. 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.
5. Submitting confidential material may impact full discussion of your submittal by the 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.

**O. 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 use, reproduce, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response 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.

**P. 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.

#### **Q. Local Preference**

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable;and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall

proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

#### **R. Tiebreaker Criteria**

In accordance with Section 21.42(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. Location Certification Form;
2. Domestic Partnership Act Certification;
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

#### **S. Posting of Solicitation Results and Recommendations**

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and recommendation for award and recommendation of rankings. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

#### **T. Review and Evaluation of Responses**

An 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 forthe committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final

TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.

2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.
3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County

Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

**U. Vendor Protest**

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.
4. Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000

Over \$5 million

\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

**V. Right To Appeal**

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

**W. Rejection of Responses**

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

**X. Negotiations**

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County.

**Y. Submittal Instructions:**

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any

personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.

2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G 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 the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested). Evaluation Criteria responses should be non-locked file format.
6. 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.
7. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
8. 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

9. A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

*Revised June 15, 2023*

## Supplier: Gestalt Brand Lab

### Office of Economic and Small Business Development 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 is available at the following link: <http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors, 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.

**Supplier: Gestalt Brand Lab**

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

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

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

1. Legal business name: **Gestalt Brand Lab LLC**
2. Doing Business As/ Fictitious Name (if applicable): **Gestalt**
3. Federal Employer I.D. no. (FEIN): **84-3387217**
4. Dun and Bradstreet No.:
5. Website address (if applicable): **www.gestaltbrands.com**
6. Principal place of business address: **7514 Girard Ave**  
**Ste 1 PMB 1003**  
**La Jolla, CA 92037**
7. Office location responsible for this project: **66 W Flagler Street**  
**Ste. 900, #10280**  
**Miami, FL 33130**
8. Telephone no.: **8582152110** Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County Filed In)
  - Other – Specify
10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:

- a) **Brian Munce, Managing Director**
- b) **Chad Farmer, Creative Director**
- c)
- d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Brian Munce**

Title: **Managing Director**

E-mail: **brian@gestaltbrands.com**

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

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

22. Participation in Solicitation Development:

- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.
- I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.  
If this box is checked, provide the following: Name of Person the information was provided:  
Title:  
Date information provided:  
**For what purpose was the information provided?**

**Drug-Free Workplace Requirements Certification:**

Section 21.23(f) 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 Vendor hereby certifies that it has established a drug free workplace program in accordance with the requirements of Section 1-71, et. Seq., of the Broward County Code of Ordinances (Procurement From Businesses With Drug-Free Workplace Program).

**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:

**Brian Munce**  
\*AUTHORIZED SIGNATURE/NAME

**Managing Director**  
TITLE

**03.6.2024**  
DATE

Vendor Name: **Gestalt Brand Lab**

\* 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 PART XI 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).

**Supplier: Gestalt Brand Lab**

**LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION**

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**Brian Munce**  
**Authorized Signature/Name**

**Managing Director**  
**TITLE**

**Gestalt Brand Lab LLC**  
**Vendor Name**

**02.20.2024**  
**DATE**

Revised May 1, 2021

Supplier: **Gestalt Brand Lab**

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**CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM**

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **Brian Munce**

VENDOR NAME: **Gestalt Brand Lab LLC**

TITLE: **Managing Director**

DATE: **02.20.2024**

Revised June 17, 2022

Supplier: **Gestalt Brand Lab**

## DOMESTIC PARTNERSHIP ACT CERTIFICATION

The Domestic Partnership Act, Sections 16 ½ - 150 through 16 ½ -165, Broward County Code of Ordinances (the "Act") requires any Vendors contracting with the County, in an amount over \$100,000 provide benefits to registered domestic partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Act.

Refer to applicable section below based on solicitation type. Failure to submit this form by stated timeframes will deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

### **For Invitation for Bids:**

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

### **For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):**

For the solicitation types referenced in this section, this form can be used for multiple purposes. For solicitations that contain Competitive Consultants' Negotiation Act (CCNA) requirements, this form will be used for tiebreaker criterion only.

#### **1. Domestic Partnership Responsiveness Requirement**

If Domestic Partnership is a requirement of the solicitation (refer to Special Instructions to Vendors), this completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

#### **2. Domestic Partnership Tiebreaker**

To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at the time of solicitation submittal.** Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

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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, Sections 16-½ -150 through 16 ½ - 165, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners (as defined in the Act) 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 for the duration of the contract by providing benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
- The Vendor employs less than five (5) employees.
  - The Vendor does not provide benefits to employees' spouses.
  - The Vendor is a governmental entity.
  - The Vendor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society.
  - 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 and attach explanation of its applicability).

**Brian Munce**

**Managing Director**

**Gestalt Brand  
Lab LLC**

**02272024**

**Authorized Signature/Name**

**Title**

**Vendor**

**Date**

Revised January 24, 2023

**Supplier: Gestalt Brand Lab**

**LITIGATION HISTORY FORM**

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

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

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

**Vendor Name: Gestalt Brand Lab LLC**

Revised May 1, 2021

**Supplier: Gestalt Brand Lab**

**AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION**

The completed form should be submitted 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 result in Vendor being deemed non-responsive.

- 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 Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:  
Names of Affiliated Entities:  
Principal's Name:  
Names of Affiliated Entities:  
Principal's Name:  
Names of Affiliated Entities:

Authorized Signature Name:  
Title:  
Vendor Name:  
Date:

Revised 11/24/2021

**Supplier: Gestalt Brand Lab**

**AGREEMENT EXCEPTION FORM**

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

There are no exceptions to the contract terms and conditions state in this solicitation; or

The following exceptions are taken to the contract terms and conditions state in this solicitation:  
(use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications

**Vendor Name:** Gestalt Brand Lab LLC

Revised May 1, 2021

**Supplier: Gestalt Brand Lab**

**VOLUME OF PREVIOUS PAYMENTS 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 timely submit this form and supporting documentation 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).**

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor’s confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor’s subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County’s Office of Economic and Small Business Development. Reporting must be within five (5) years of< the current solicitation’s opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation’s opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract’s CBE goal commitment. Reporting must be within five (5) years of the current solicitation’s opening< date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

**The Vendor attests to the following:**

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

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

Yes  No

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

**Vendor Name: Gestalt Brand Lab LLC**

**Brian Munce**  
Authorized Signature/Name

**Managing Director**  
Title

**02272024**  
Date

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION  
FORM FOR JOINT VENTURE**

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.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture.

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation’s opening date. Amount will then be multiplied by the member firm’s equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

**The Vendor attests to the following:**

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total

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

**Vendor Name:**

**Authorized Signature/Name**

**Title**

**Date**

Revised May 1, 2021

Supplier: **Gestalt Brand Lab**

**SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT**  
**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, check the box below on this form. Use additional copies of this form(s) in Periscope S2G, if needed.

None -

- 1. Subcontracted Firm's Name:  
Subcontracted Firm's Address:  
Subcontracted Firm's Telephone Number:  
Contact Person's Name and Position:  
Contact Person's E-Mail Address:  
Estimated Subcontract/Supplies Contract Amount:  
Type of Work/Supplies Provided:
- 2. Subcontracted Firm's Name:  
Subcontracted Firm's Address:  
Subcontracted Firm's Telephone Number:  
Contact Person's Name and Position:  
Contact Person's E-Mail Address:  
Estimated Subcontract/Supplies Contract Amount:  
Type of Work/Supplies Provided:
- 3. Subcontracted Firm's Name:  
Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:  
Contact Person's Name and Position:  
Contact Person's E-Mail Address:  
Estimated Subcontract/Supplies Contract Amount:  
Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:  
Subcontracted Firm's Address:  
Subcontracted Firm's Telephone Number:  
Contact Person's Name and Position:  
Contact Person's E-Mail Address:  
Estimated Subcontract/Supplies Contract Amount:  
Type of Work/Supplies Provided:

**I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.**

**Brian Munce**  
**Authorized Signature/Name**

**Managing Director**  
**Title**

**Gestalt Brand Lab LLC**  
**Vendor Name**

**02272024**  
**Date**

Revised 11/24/2021

**Supplier: Gestalt Brand Lab**

**LOCATION CERTIFICATION**

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

**For Invitation for Bids:**

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

**For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):**

For Local Preference eligibility, the Vendor **should** submit this fully **completed form and all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

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The undersigned Vendor hereby certifies that (check the box for only one option below):

- Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:
- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
    - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
    - ii. in an area zoned for the conduct of such business,
    - iii. that the Vendor owns or has the legal right to use, and
    - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

- Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:
- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

- i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - ii. in an area zoned for the conduct of such business,
  - iii. that the Vendor owns or has the legal right to use, and
  - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

**Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
  - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
  - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - iii. in an area zoned for the conduct of such business,
  - iv. that the Vendor owns or has the legal right to use, and
  - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

**Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

**Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

**Required Supporting Documentation (in addition to this form): Option 1 or 2 (Local Business or Locally Based Business):**

1. Broward County local business tax receipt.

**Option 3 (Locally Based Subsidiary)**

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

**Option 4 (joint venture composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):**

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

**If requested by County (any option):**

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

**Indicate Local Business Location:**

**True and Correct Attestations:**

Any misleading, inaccurate, or 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 authorized by

the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

**AUTHORIZED SIGNATURE/NAME: Brian Munce**

**TITLE: Managing Director**

**VENDOR NAME: Gestalt Brand Lab LLC**

**DATE: 02272024**

**Revised May 1, 2021**

## Supplier: Gestalt Brand Lab

### Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, available here: <https://www.broward.org/purchasing>.

#### 1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

#### 2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

#### Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022