

ModOp

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
GEN2127506P1-01-01	Monthly Fee: Greater Fort Lauderdale Convention & Visitors Bureau (GFLCVB Only)	Supplier Product Code: Advertising Agency Services Supplier Notes: Unit price is the monthly fee for GFLCVB 900 hours/mth X \$130 (blended hourly rate) = \$117,000/mth.	First Offer - \$117,000.00	36 / month	\$4,212,000.00 Y Y
GEN2127506P1-01-02	Commission Percentage for Media Buys	Supplier Product Code: Media Buy Commission	First Offer - 7.50%	1 / each	7.50% Y
GEN2127506P1-01-03	Hourly Rate for Other Departments (Sections 2.2, 5.1 - 5.5, excluding 5.2.15)	Supplier Product Code: Advertising Agency Services	First Offer - \$130.00	7560 / hour	\$982,800.00 Y
GEN2127506P1-01-04	Hourly Rate for Other Departments (only Section 5.2.15, Social Media Services)	Supplier Product Code: Advertising Agency Services	First Offer - \$130.00	432 / hour	\$56,160.00 Y
GEN2127506P1-01-05	Informational Purposes Only: Optional	Supplier Product Code: Advertising Agency Services	First Offer -	1 / n/a	Y

Services **Hourly for Social**
(GFLCVB Only) **Media Services:**
\$130
Hourly for Public
Relations Services:
\$130
Hourly for Website
Design Services:
\$130
Hourly for
Tradeshow Exhibit
Planning Services:
\$130

Supplier Notes:
Mod Op
recommends a \$130
blended hourly rate
for any optional
services for GFLCVB
that extend beyond
those listed in this
RFP.

Supplier Total **\$5,250,960.00**

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

Attachments

Supplier: **ModOp**

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 the County.

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

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

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information 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:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{1} = \text{Price Score}$$
 - 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 for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. 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: **ModOp**

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: **ModOp**

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: **Mod Op, LLC**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **47-4320236**
4. Dun and Bradstreet No.: **02-643-6425**
5. Website address (if applicable): **www.modop.com**
6. Principal place of business address: **200 E. Las Olas Blvd, Ste. 1560
Fort Lauderdale, FL 33301**
7. Office location responsible for this project: **200 E. Las Olas Blvd, Ste. 1560
Fort Lauderdale, FL 33301**
8. Telephone no.: **305-344-4443** 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):
M15000006039

11. List name and title of each principal, owner, officer, and major shareholder:

a) **Alterna Equity Partners**

- b) Eric J. Bertrand, CEO
- c) Jeff Suhy, Partner
- d) Miles Dinsmoor, COO

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Eric J. Bertrand

Title: CEO

E-mail: eric@modop.com

Telephone No.: 305-344-4443

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:

Eric J. Bertrand
*AUTHORIZED SIGNATURE/NAME

CEO
TITLE

2/29/24
DATE

Vendor Name: **Mod Op, LLC**

* 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: **ModOp**

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:

Eric J. Bertrand
Authorized Signature/Name

CEO
TITLE

Mod Op, LLC
Vendor Name

2/29/24
DATE

Revised May 1, 2021

Supplier: **ModOp**

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: **Eric J. Bertrand**

VENDOR NAME: **Mod Op, LLC**

TITLE: **CEO**

DATE: **2/29/24**

Revised June 17, 2022

Supplier: **ModOp**

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.

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).

Eric J. Bertrand

CEO

Mod Op, LLC

2/29/24

Authorized Signature/Name

Title

Vendor

Date

Revised January 24, 2023

Supplier: ModOp**LITIGATION HISTORY FORM**

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

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

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No ☐
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
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 ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? ☐ Yes ☐ No
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: Mod Op, LLC

Revised May 1, 2021

Supplier: **ModOp**

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: **Eric J. Bertrand**

Names of Affiliated Entities: **Eric J. Bertrand, CEO, is the chairman and 100% equity holder of US Vision, Inc.**

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Eric J. Bertrand**

Title: **CEO**

Vendor Name: **Mod Op, LLC**

Date: **2/29/24**

Revised 11/24/2021

Supplier: **ModOp**

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: Mod Op, LLC

Revised May 1, 2021

Supplier: **ModOp****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**.

VendorName: Mod Op, LLC

Eric J. Bertrand
Authorized Signature/Name

CEO
Title

2/29/24
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: Mod Op, LLC

Eric J. Bertrand
Authorized Signature/Name

CEO
Title

2/29/24
Date

Revised May 1, 2021

Supplier: **ModOp**

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.

Eric J. Bertrand
Authorized Signature/Name

CEO
Title

Mod Op, LLC
Vendor Name

2/29/24
Date

Revised 11/24/2021

Supplier: **ModOp**

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.

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),
- 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),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - 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**:

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:

**Mod Op, LLC
200 E. Las Olas Blvd, Ste. 1560
Fort Lauderdale, FL 33301**

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: Eric J. Bertrand

TITLE: CEO

VENDOR NAME: Mod Op, LLC

DATE: 2/29/24

Revised May 1, 2021

Supplier: ModOp

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

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**VISIT
LAUDERDALE**

EVERYONE UNDER THE SUN

**EVALUATION CRITERIA FORM
ADVERTISING AGENCY SERVICES**

03.12.2024

do



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1. ABILITY OF PROFESSIONAL PERSONNEL

Describe the qualifications and relevant experience of the Account Manager and all key staff that are intended to be assigned to this project. Include resumes for the Account Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

i. Include specific qualifications and experience as it relates to marketing of a tourism agency.

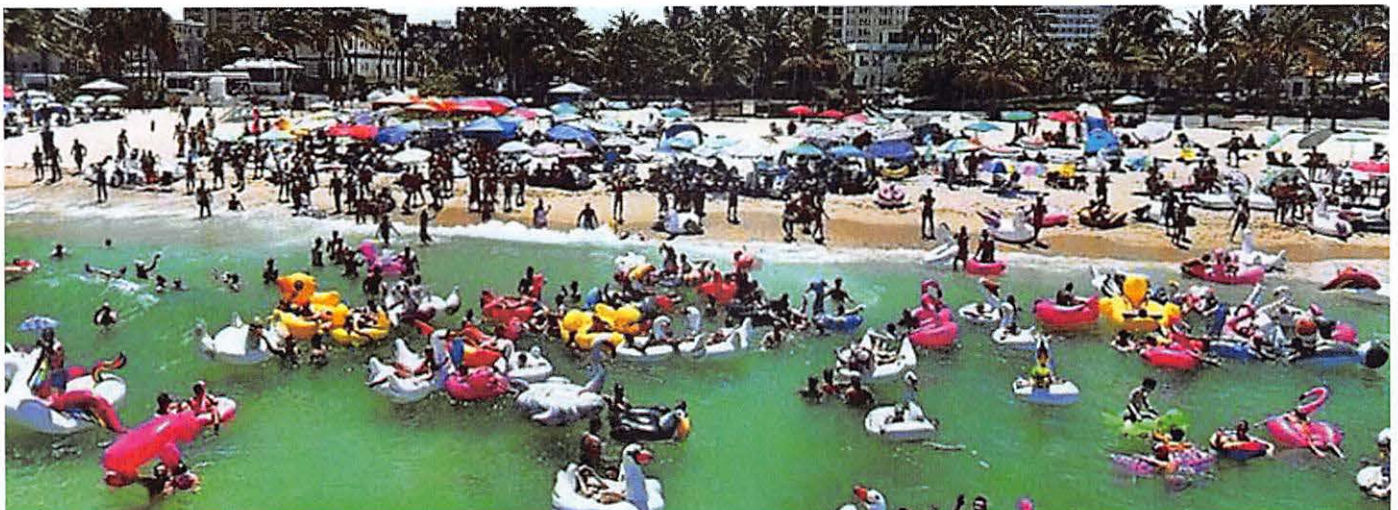
With its heart and hands in tourism and travel, Mod Op combines the best of technology and creativity in our full-service marketing solutions to give our clients an unfair advantage. Established in Miami, and now headquartered in Fort Lauderdale, our senior team lives, works and plays in the local community. We understand what makes Fort Lauderdale unique to other South Florida destinations and will use that knowledge as a key pillar to connect prospective visitors with all that Broward County has to offer.

Mod Op recently supported Broward MPO on a web project in collaboration with our trusted CBE partner, The Brand Advocates. Beyond our local community, our experience with DMOs throughout North America is wide and deep, ranging from Visit Florida and Visit Philly in the States to Travel Alberta and Tourism Calgary up north. Both give us deep expertise on the priorities and decision factors of today's travelers, especially in key tourism markets for Fort Lauderdale and Broward County.

Beyond tourism, Mod Op has touched just about every industry imaginable. We have supported Hispanic powerhouses, Univision, Galavision and Telemundo; rebranded the Stanley Black & Decker portfolio, including repositioning legacy brand Craftsman. We served as AOR for Planet Fitness, helping take the brand from 150 to 1,200+ doors, international expansion and listing on the NYSE.

Such an array of experience allows us to keep our fingers on the pulse of broader consumer trends and apply them to efforts like this one for Visit Lauderdale.

Our clients seek deep connections with their diverse audiences, and we believe it is essential to reflect that same diversity and inclusion in our own staff. With more than 285 in-house experts hailing from more than 20 countries and speaking 15 languages, we draw inspiration and insights from our wide array of backgrounds, including various ethnicities, religions, races, sexual orientations, and socioeconomic statuses, to serve our clients across 5 continents..



1. ABILITY OF PROFESSIONAL PERSONNEL (CONT'D)

As a core agency proficiency, some of Mod Op's tourism and travel client experiences include:

Baha Mar (Creative AOR)	2017 - pres.	Paws Up (Project)	2019 - 2019
Hilton (Ongoing Project)	2017 - pres.	The Greenbriar (Ongoing Proj.)	2021 - 2022
Chase Travel (Ongoing Project)	2023 - pres.	Tourism Calgary (AOR)	2018 - 2023
Pursuit (Creative AOR)	2014 - pres.	NY Aquarium (Project)	2016 - 2017
Travel Alberta (dig. AOR)	2020 - pres.	Philadelphia Tourism (AOR)	2001 - 2018
Alterra Mountain Co (dig. AOR)	2017 - pres.	Le Meridien Hotel (AOR)	2010 - 2014
Tourism Canmore (Project)	2023 - pres.	Pennsylvania Tourism (AOR)	2003 - 2014
Lake Louise Ski Resort (AOR)	2023 - pres.	Revel Casino (Project)	2013 - 2013
Boyne Resorts (dig. AOR)	2022 - pres.	Parx Casino (AOR)	2011 - 2013
Calgary Stampede (dig. AOR)	2018 - pres.	The Spy Museum, DC (AOR)	2007 - 2010
Marriott (Ongoing Project)	2017 - 2022	Adventure Aquarium (AOR)	2004 - 2007
Pref. Hotel Grp (Ongoing Project)	2019 - 2020	The Franklin Inst. (Rebrand)	2006 - 2006
Visit Florida (Web/SEO Retainer)	2016 - 2021		



1. ABILITY OF PROFESSIONAL PERSONNEL (CONT'D)

ii. Provide an Organization Chart that demonstrates how the account will be managed.

Please see the org chart in Visit Lauderdale RFI Supporting Documents Section 1(ii). Please also see the attached resumés for the Account Manager and all key staff we would propose to work on the Visit Lauderdale account in the folder uploaded into Periscope as Mod Op Submission Docs - Bid #GEN2127506P1.

iii. Provide a description for how the Prime Vendor can tap into additional resources or reassign staff.

Based on Mod Op's capacity and current staffing, we're confident we're able to perform the anticipated SOW with the planned team. However, should additional resources be required, Mod Op team members not previously staffed on the Visit Lauderdale business would be prepared to step up and join the team. Beyond any incremental needs, in the event that we were to hire to replace any key role on the Visit Lauderdale business, we would work collaboratively with your team to vet candidate qualifications and ensure comfort level on both sides with any proposed new member on the Visit Lauderdale business.

Should any subcontractors become necessary, we would undertake a triple bid process and present candidates/options to your team. The selected subcontractor would be briefed in the same manner as Mod Op personnel, managed by Mod Op staff and subject to an independent contractor agreement that provides for at least the same level of confidentiality and security to which Mod Op is subject vis a vis our client.



2. PROJECT APPROACH: SOW MANAGEMENT

Describe the Prime Vendor's methodology and approach to the scope of work (i.e. message platform, channel strategy, integration, etc.).

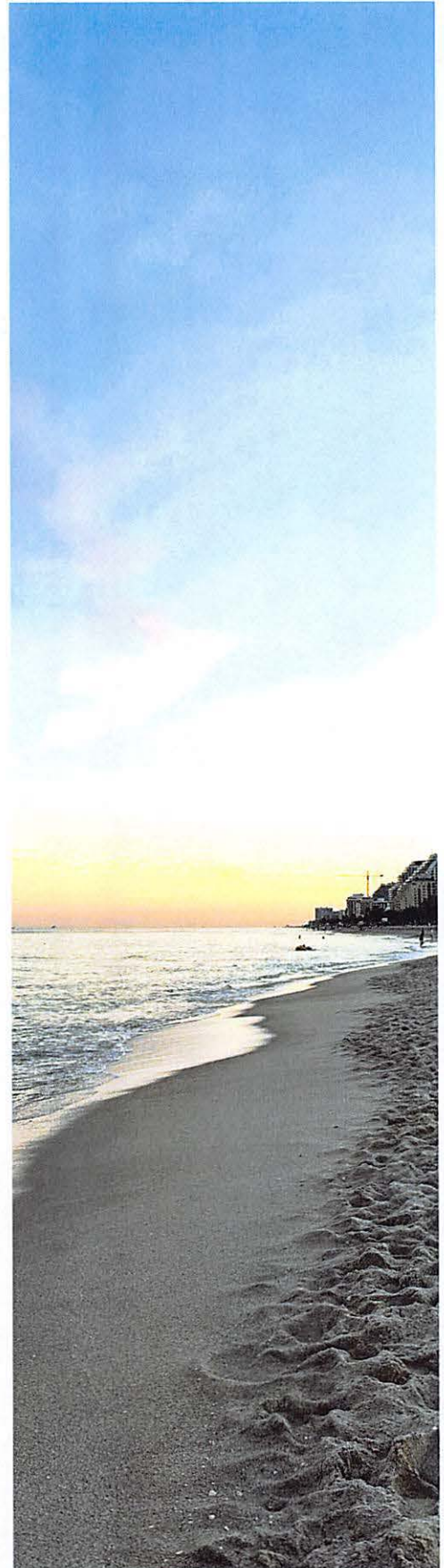
At Mod Op, our creative mission is to Be Unforgettable. It's a high bar, and in our highly fragmented media environment, a vital one. An Unforgettable Idea is insight driven and plants the brand's flag with a bold point of view. It has to be simple and clear, but have legs to live for the long haul. It must be informed by data and optimized in real time. And it as to inspire united belief inside the organization before it comes to life in Consumerland.

While our approach may vary slightly depending on the requirements of a particular project, our overall approach to integrated campaign development, inclusive of platform development and channel strategy, is as follows:

MESSAGE PLATFORM

Our messaging platform development is iterative and collaborative. We begin with an agency brief - a strategic plan of attack, supported by clear data and insights, that has been reviewed and approved by our client. In the case of a brand refresh, we would ensure clarity and alignment around the strategic shift or **"the from → to"**. The shift articulates where the brand is today, and where the brand will be in the future. Establishing a clear and compelling "from → to" to guide creative development is crucial for a brand refresh.

Approximately two weeks later, we hold a "tissue session," where we go wide on the different ways to creatively answer the brief. This is a collaborative meeting with our clients, intended to zero in on what's generating heat and what needs to be left on the cutting room floor. Depending on timelines, we'll then typically conduct two more creative rounds of presentations, sharpening the work based on consolidated client feedback, until everyone is energized and bought into the creative idea and executions. Of course, timelines don't exist in a vacuum and we'll work with you to adjust as necessary to ensure we're hitting your key dates and gates.



2. PROJECT APPROACH: SOW MANAGEMENT (CONT'D)

CHANNEL STRATEGY

Creative ideas need to be shepherded into the real world with strategic rigor. With a wealth of channels, platforms and tactics at our disposal, the media and message must work together to maximize impact, and the overall mix must extend from the top to the bottom of the funnel seamlessly. We believe there are four key levers that must be pulled to successfully launch a creative idea in a fresh, interactive and innovative way, while ensuring it pulls an audience through the customer journey and – if done well – turns them into advocates.

Awareness. *This is where we plant our flag, leveraging “Above The Line” media channels.* Every brand needs a strong creative foundation. A rally cry, central belief or core proposition upon which all else stands. The more mass reach the media, the more important it becomes to communicate your conviction. All other media becomes stronger and more efficient when people know what you stand for.

Consideration. *This is where we live our legend, through brand actions, partnerships, stunts, experiences and activations, and amplify through PR.* There’s more to brand-building than messages. Actions often speak louder than words. And if done right, inspire others to tell your story for you.

Conversion. *This is where we deliver the goods in the lower funnel with targeted, CTA-oriented messaging.* Lower funnel channels and tactics are set up for success if the levers above are pulled correctly. A tight and succinct call to action, that pays off a core brand conviction. The right message, at the right moment, for the right audience.

Loyalty and Advocacy. *This is where we grow the tribe with engaging content, tailored to your key audiences needs, interests and passions.* Social media isn’t just a messaging channel, it’s an opportunity to build community. We identify opportunities across social media to add value to people’s lives and give them reasons to come back to us for content, inspiration and rewards.

Please see Visit Lauderdale RFI Supporting Documents Section 2 for a detailed example of our approach to comms planning and channel strategy.



2. PROJECT APPROACH: SOW MANAGEMENT (CONT'D)

- i. Provide description of the Vendor's organization's services, creative portfolio examples, and specific account processes (e.g. contract structure, billing, communication protocols with vendor and client, etc.).

As a full service agency, Mod Op's capabilities include:

Brand Strategy

- Data & Insights
- Market Research
- Connections Planning
- Brand Positioning
- Messaging Strategy
- Comms Planning
- Go-to-Market Strategy

Creative

- Creative Development
- Branding
- Production Studio
- Digital Creative
- Video
- Broadcast
- Editorial & Animation
- Print / Out-of-Home
- Experiential

Media

- Audience Dev & Strat
- Media Planning & Buying
- Programmatic Strategy & Buying
- Analytics & Optimization

Social Media

- Content Strategy
- Content Creation
- Community Management
- Social Media Platform Management
- Digital Activations
- Full-Service Content Production
- Influencer Marketing
- Event Activations

Digital & Technology

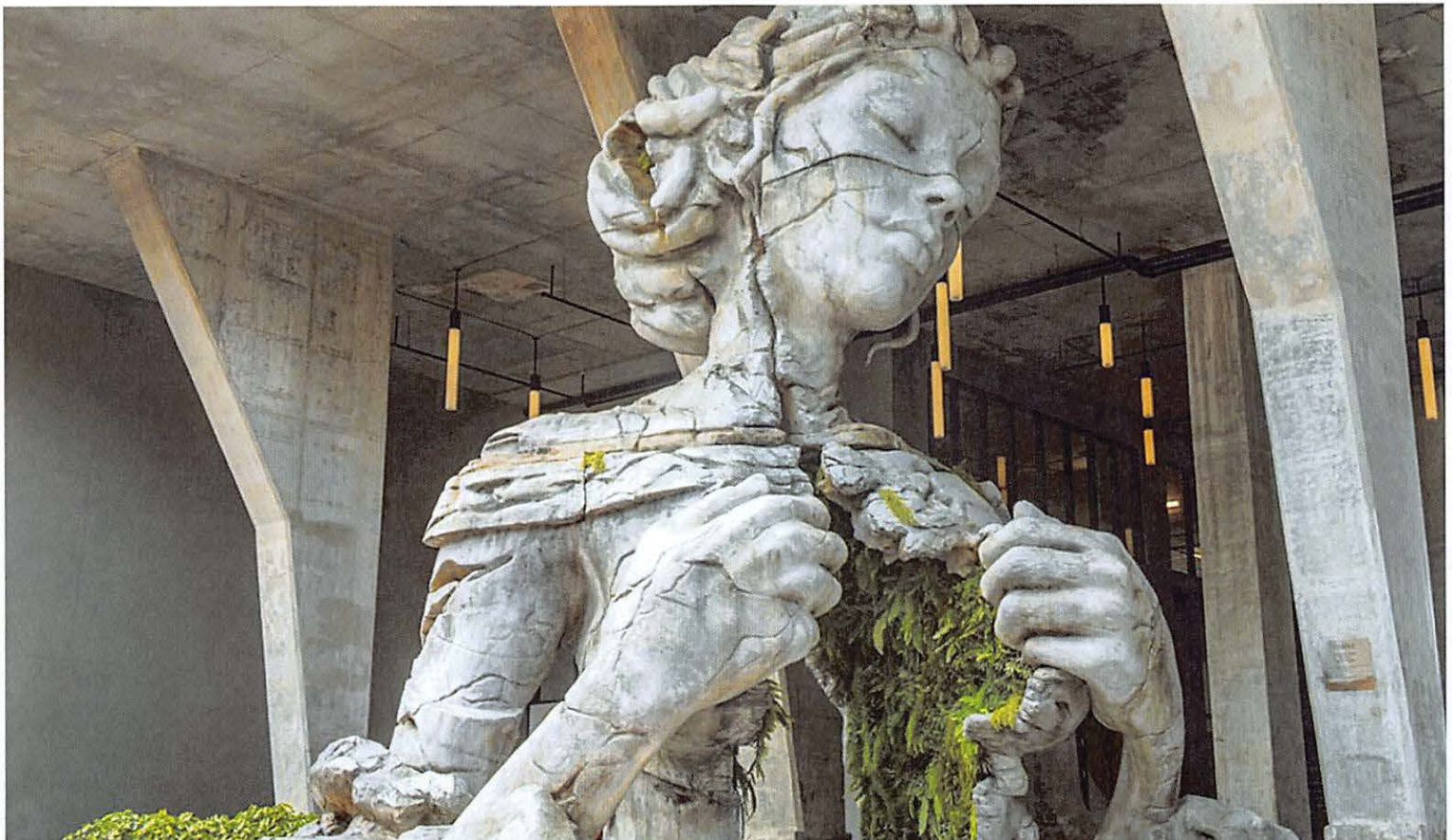
- Digital Ecosystem Implementation and Optimization
- UX/UI
- Website Development
- SEO
- Web-Based Games
- Mobile Apps
- ERP
- CRM

Public Relations

- PR Planning & Strategy
- Corporate Comms
- Message & Media Training
- Crisis Management
- Internal Comms
- Media Relations
- Employee Engagement
- Reputation Mgmt
- Executive Visibility

Strategic Consulting

- Strategic Planning for end-to-end Digital Ecosystems
- Technology Assessments
- Data landscape Assessments
- Product/service Design
- Platform Strat & Design
- Implementation
- Governance Support



2. PROJECT APPROACH: SOW MANAGEMENT (CONT'D)

Creative Portfolio Examples

Please see Visit Lauderdale RFI Supporting Documents Section 2(i) for Creative Portfolio Examples for each of the following brands:



PURSU!TSM



Specific Account Processes

Contract Structure

We have both project and retainer relationships, but we'll say the partnerships that are most fulfilling are long term and contractual. Being in it for the long haul and believing in one another makes the work and the results greater. Accordingly, we work with many of our clients on a retainer basis.

Our retainer agreements are typically structured to include a blended agency rate with fees determined according to a scope of work (SOW) and the resources dedicated to that scope. After conversations about your objectives, potential SOW, timelines and budgets, we define a comprehensive list of all tasks and projects and submit for consideration a resource plan for agency time.

We try to avoid incremental fees at all costs. We make it a rule to try and ONLY discuss incremental fees when new initiatives are requested. We believe talking money too much breaks down relationships. Hash out a payment system that works in the beginning of the relationship, and from that point forward let's all focus on great work. A team that gets each other will know what's fair for both teams and act accordingly.

Billing

Mod Op invoices agency fees at the beginning of every month and payment is due within the number of days specified in an applicable Master Services Agreement. We triple bid all client production (TV, print, etc.) and negotiate to receive the most competitive rates on behalf of our clients. We hold all vendors to a firm bid assuming no production specifics have changed. We typically bill production at cost plus 10%. Upon approval of an estimate for out-of-pocket production costs, Mod Op invoices 50% of the total estimated cost in advance to ensure timely vendor payment of the considerable out-of-pocket costs associated with larger scale third services, as well as broadcast production. The balance is invoiced upon successful completion of the project. Clients must sign off and approve all proposed estimates prior to Mod Op awarding a vendor the job. All signed estimates are firm; Mod Op manages vendor relationships to ensure there is no budget creep. All agency expenses will be approved prior to spend and submitted with clear backup and without markup for client payment approval. All travel is pre-approved by our clients, is never marked-up and the associated dollars are treated with the utmost frugality and respect.

2. PROJECT APPROACH: SOW MANAGEMENT (CONT'D)

Specific Account Processes (cont'd)

Communication Protocols

We're at our best when we have access. Because we don't want to be your ad agency, we want to be an extension of your marketing department. And to grow that kind of successful partnership, it helps to understand the landscape from the C-Suite to the call center, from R&D to Sales and every level in between. With that deep understanding we can develop ideas that connect to the DNA of the Visit Lauderdale brand and business.

Should we win the business we would begin by setting up a regular cadence of communication. The brand would be assigned the day-to-day team (as set out in the org chart provided in Visit Lauderdale RFI Supporting Documents Section 1(ii)) who would act as your agency liaison. We have an open door policy and you should feel comfortable being able to reach out to senior members of the team as needed.

Our proprietary management process ensures streamlined communication and workflow. Each of our clients is assigned an account team with a Group Account Director and a dedicated Senior Account Manager or Account Director as their daily point of contact. All account teams are also staffed with a junior account person for day-to-day internal support. In addition, we have digital project managers that would be appointed to each team within our digital department disciplines. Your account team will prepare status reports as frequently as necessary depending on the level of activity, but at a minimum, weekly. We recommend holding weekly status meetings in person or via phone, but we're happy to work together to find the preferred solution for your team.

We would set up 30-60-90 day onboarding process, where we'll work out an ongoing process for touchpoints, weekly, bi-weekly, or monthly status meetings depending on your preference, and you'd also be provided with an Agency Facelist with all the contact information for the team working on your business. Other one-on-one check-ins and a top-to-top meeting quarterly helps maintain a great partnership. We also like to do a ways-of-working session 2-3 times a year to make sure that we're tracking together with various processes and workstreams.



2. PROJECT APPROACH: SOW MANAGEMENT (CONT'D)

ii. **Indicate the Vendor's specific expertise in integrated marketing communications.**

As a full-service agency, with creative, strategy, production, experiential, digital, media, analytics and a content studio all in house, we're well equipped to deliver best-in-class integrated creativity to our clients. As such, we're comfortable acting in a leadership role among our clients' partners and within an integrated agency team (IAT) structure to champion the creative idea, streamline communication and ensure a seamless audience experience across all brand touchpoints.

We're at our best when we are developing strategies and creative ideas that tell a brand's story from the top to the bottom of the funnel. And we know those ideas are only effective if they can energize clients, agency partners and consumers alike. We bring decades of expertise conceiving, producing, and championing enduring integrated campaigns for clients ranging from Planet Fitness to Visit Philly, Baha Mar to Kellogg's MorningStar Farms, Tourism Calgary to Nestle's Nesquik.

iii. **Include how the Prime Vendor will use subconsultants in completing projects, and how Prime Vendor will utilize SBE/CBE firm(s).**

We're excited to partner on this effort for Visit Lauderdale with SBE/CBE firm *The Brand Advocates*, with whom we have a history of collaboration and successful work together. Our collaboration with The Brand Advocates has included Broward County engagements, including the development of the Broward County Metropolitan Planning Organization website (browardmpo.org).

The Brand Advocates is a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Community Business Enterprise (CBE) and Small Business Enterprise (SBE) certified firm. In addition, they are registered in the U.S. System for Award Management (SAM) and certified as a Small Disadvantaged Business with the U.S. Small Business Administration (SBA). The Brand Advocates are an active partner of Visit Lauderdale having recently be awarded creative campaign projects for Visit Lauderdale through the City of Fort Lauderdale. The Brand Advocate's CBE renewal is in progress and should be confirmed in the next 30 days.

With more than 50 years experience working in the public sector, equity and inclusion are at the heart of The Brand Advocates' approach, as they diligently work at the intersection of marketing, community and stakeholder engagement to align efforts that effectively engage communities, influence decision-making and incite action. The experience and values that come is invaluable. The Brand Advocates will play active roles in the strategic development process as well as in the execution that follows, in particular as it relates to experiential, public relations and creative support.

The Brand Advocates have developed and designed many major events in collaboration with its clients and will work hand-in-hand with Mod Op to create experiences that inspire action. We'll also work with The Brand Advocates to engage the local community, and generate media coverage for Visit Lauderdale events, initiatives, causes and programs through public relations. Finally, The Brand Advocates will work as an extension of the Mod Op creative team, participating in the execution of the creative strategy through several deliverables that will bring Visit Lauderdale to its target audiences.

3. PROJECT APPROACH: CREATIVE ASSIGNMENT

Describe the Prime Vendor's approach to Brand Strategy and Creative Services.

We call our creative strategy process **Cowboy Science**.

Cowboy Science is a results-based approach to creative-problem solving that combines our decades of instincts and well-honed gut intuition, with modern data and analytics tools.

Our promised land is discovering “The Irresistible Truth” at the heart of our clients’ brands. This truth sits at the intersection of what moves people, and what the brand delivers at its very best.

To find it, we triangulate insights from across culture, consumer and brand, aimed at solving a clearly defined business problem, and seizing a clearly defined market opportunity.

We leverage several proprietary tools to aid us in our search, including a quantitative methodology we use to pressure test strategic hypotheses, and a segmentation tool we use to hone in on the most attractive audiences for growth and success – defined psychographically and behaviorally (media consumption + purchase habits).

Once we uncover the Irresistible Truth, we work hand-in-hand with creative teams to express it across all touchpoints of the customer journey, and to shepherd into the world in ways that truly connect and move people.



3. PROJECT APPROACH: CREATIVE ASSIGNMENT (CONT'D)

Provide a Creative Sample: Design a visual pitch of a "Everyone Under the Sun" brand refresh.

For our "Everyone under the Sun" creative visual, our strategy is to shift the focus from a static representation of the diversity of our audience, to a vibrant expression of the diversity of the community at play under the sun. We want potential visitors to feel the uniquely inclusive spirit of culture of the Ft Lauderdale area, and be moved to go become a part of that culture. Our visuals aim to evoke a lively, infectious energy that feels unique and authentic, while allowing people to imagine themselves being a part of it all.

We are extending a warm and welcoming invitation to join "Everyone under the Sun." And extend the idea to target specific audiences and passion points, and adjust the message to tell them exactly why Fort Lauderdale is welcoming to them. While the creative shown is in print dimensions, the idea can easily translate to digital media, video, social, out-of-home and beyond.

Please see the following pages for our visual pitch.





Diversity isn't a buzzword around here. It's a way of life. From taxis that float to craft beers that flow, everyone is welcome at our sun-kissed haven.



This is your playground—where every wave and every trail awaits your conquest.
And every adventure ends with a high five and an epic sunset.



No matter who you're into or how you show it, this is your oasis. Because love is the language we all speak here.



visitlauderdale



From jerk chicken to arepas to ceviche, we weave an eclectic tapestry of tastes down here. And everyone has a place at our table. So let's eat!



visitlauderdale



In our sun-soaked city, inclusivity is the vibe. So come embrace your inner beach bum and let the ocean set the pace. There's a lounge chair with your name on it.



4. PROJECT APPROACH: ACCOUNT MANAGEMENT

- a) **Describe the Prime Vendor's approach for handling account management of annual advertising and marketing plans including creative production, digital production, media relations, and media placements. Describe how management of these items will be guided by business intelligence.**

We are a highly collaborative team that strongly integrates strategic planning and creative thinking into all departments of the agency. Everyone who manages our client's account becomes a subject matter expert in our client's target audience, category, creative idea and strategic priorities.

Business Intelligence is first socialized through our strategy process, leveraging audience segmentation tools (Simmons/MRI), quantitative research studies (powered by Pollfish), our social listening tool (Sprout Social) and third party reports sourced from Forrester, Mintel and other reputable market intelligence providers. But intelligence isn't one and done – it's an ongoing process, complete with competitive audits of category activity, ongoing social listening, and ongoing engagement with a client's target audience through qualitative and quantitative research.

As far as digital project management is concerned, we take a dynamic approach depending on the specifics of each engagement. We've used software like Airtable to upload deliverables for clients and agency partners to use and push live. We have used Figma in digital development to help collect client feedback easily, and then can be pushed live from the program on the Client end. Other tools we've used include Trello, Atlassian/Jira, Monday and Smartsheet to enhance project management and workflow. We've also developed ways-of-working tools such as a yearly master calendar and Gantt charts through Google docs, that gives all teams a glance at the year and can align on timelines and due dates for briefs, creative development and production deliverables.

Please also see our response in Section 2 above (Specific Account Processes) for information regarding our overall approach to account management, which applies equally to creative development and production (working in tandem with our creative and production teams) as well as the management and oversight of media relations and media placements (together with our PR and media teams).



4. PROJECT APPROACH: ACCOUNT MANAGEMENT (CONT'D)

- a) **Indicate research, overall business intelligence, and tourism industry knowledge specific to Destination Marketing Organizations (DMOs) or a tourism product. Describe resources the Prime Vendor will use to provide analytics to the GFLCVB and provide examples of how these details will be used to make research-driven decisions.**

With a proven track record in tourism and travel, Mod Op helps destination marketing organizations and other tourism/travel products and services across the US, Canada and beyond thrive in an ever-evolving market.

Drawing upon our decades of experience and expertise, Mod Op crafts compelling stories that inspire travelers, foster connections with local communities and motivate action. DMO engagements are incredible opportunities for intelligence and insight gathering with consumers, as travel is a passion point, bookings are high stakes, and time off is a precious resource.

From a process standpoint, regardless of category, we strongly believe in doing our own research to develop a clear and informed POV on your business and target audiences. We blend quantitative rigor and qualitative empathy to quickly establish a solid baseline of strategic understanding and identify untapped creative opportunity.

On the quantitative side, we use MRI/Simmons Data to better understand our target audiences, how they break out into distinctive segments, and identify opportunities for creating relevance with them. We also partner with pollfish to field customized quantitative studies that test initial strategic hypotheses, and quickly gather consumer insight at scale (N=500+).

For DMO tourism work, however, we need to go deeper – the purchase journey can be so long-tailed, and the drivers and barriers to booking can be dynamic. So longitudinal research methodologies become of crucial importance. Ethnographies through our online blogging platform allow us to walk in our target audience's shoes and better understand their needs and perspectives. We'll conduct in-home interviews, craft longitudinal "journaling exercises", and where appropriate, shadow them on their "consumer journey." This methodology allows for a rich perspective of all the many influences that converge on the ultimate decision to book a destination. This methodology delivers comprehensive insights and opportunities to pressure test in quantitative analysis.

By having our own sources for data and insight, we are able to be better and more collaborative business partners. Working together in that way, we tap into the best of the robust knowledge available while always keeping an eye on current and future-forward learning opportunities. Because the world keeps evolving, and research is an ongoing journey not an endpoint. That's why once ideas are in-market, we believe in partnering to meaningfully keep score, always working to optimize and improve. We would work together on KPI's, measurement, and action plans. The best research is rarely done in a silo and isn't one and done. It's collaborative, iterative, and always with an eye to actionability: making the creative output the most effective possible.



5. PROJECT APPROACH: MEDIA PLANNING & BUYING

Describe and provide examples of how the Prime Vendor would handle industry co-op advertising opportunities, and leverage media buys and sponsorships.

The pooling of co-op dollars can be a cost effective way to maximize campaign impact. As an agency, we've worked with a range of clients that leverage this model across categories. Below we've highlighted some key considerations for planning co-op ad dollars effectively:

- Understanding the co-op arrangement is critical to managing expectations and success. It's important to establish **common objectives, measurement goals and budget allocation up front**. Collaboration is the key to successful co-op relationships.
- **Meticulous target segmentation** ensures that all audience segments are being addressed. Our audience development is immersive and surgical. Beyond prioritizing a diverse range of demographics/communities, we will look to overlay relevant behaviors to further qualify the right audiences and mindset. For example, we may hone in on those who prioritize warm weather destinations, use in market signals to identify active planners or leverage a range of affinity groups or interests to align with Visit Lauderdale's diverse range of options.
- In today's media landscape, an emphasis on the **"right time and right place"** has never been more important. Understanding the specific needs of our consumers and their stage in the buying process is crucial to driving action. Our process dives deep into consumer insights, understanding their travel research process, and identifying media channels and placements that offer maximum visibility during the consideration phase.
- **Unifying the brand plan while highlighting local destinations** will be an important consideration as we develop our media framework. While we're always focused on maximizing visibility, engagement, and return on investment, we will be looking to carve out distinct roles for each tactic. This will allow us to most effectively leverage co-op budgets while ensuring that key partners receive strong visibility and their "fair share". Our goal is to use a range of tactics, from strategic partnerships and programmatic to user-generated content (UGC) and influencer marketing to offer full funnel support and meet consumers in their need state.
 - **Strategic partnerships and sponsorships** will be used to promote the overarching brand message. This will allow us to leverage the credibility of well-known travel resources to heighten awareness and consideration for Visit Lauderdale. We look to create bespoke activations that extend beyond standard placements.
 - **Programmatic** can be used tactically to tailor messaging effectively to resonate with unique audience(s) and ensure proper support for all partners involved.
 - **User-generated content and influencer marketing** enable visitors to share authentic experiences, helping potential travelers visualize their own vacations. Partnering with travel influencers who align with Visit Lauderdale's vision allows us to tap into their followers with recommendations and experiences.

Our holistic approach will ensure a consistent brand message while showcasing the unique and appealing aspects of Fort Lauderdale as a travel destination.

6. PAST PERFORMANCE: EVIDENCE, KNOWLEDGE & EXPERIENCE

Describe Prime Vendor's experience on projects of similar nature, scope and duration, along with a description of satisfactory completion, both on time and within budget, for the past five (5) years. Provide a minimum of three (3) projects with references and identify if the project included any of the following: Minority Demographic markets, including U.S. Domestic, African American, women owned, LGBT+ and Latino markets.



Project 1 - Baha Mar Resort (U.S. Domestic)

We helped Baha Mar develop and launch its global advertising campaign, LIFE SPECTACULAR, officially introducing the \$4.2B integrated Caribbean resort destination to the world. Mod Op developed the overall brand positioning and omni-channel launch campaign and continues to serve as the brand's creative agency of record. The campaign celebrated Baha Mar's distinct positioning as a one-of-a-kind destination offering *the luxury of choice* highlighted by their three world-class hotels: Rosewood, SLS, and Grand Hyatt. Today, Mod Op develops creative content for Baha Mar across multiple brand touchpoints including video, digital/web, print, and OOH; along with day-to-day needs including collateral, signage, branding, and design. For more detail on our Baha Mar work, please see Visit Lauderdale RFI Supporting Documents Section 2(i) Creative Portfolio Examples.



Project 2 - Travel Alberta (U.S. Domestic)

Travel Alberta is one of Canada's largest DMOs, responsible for generating tourism to the province from travellers across Canada, North America and beyond. We have been Travel Alberta's digital agency of record for over three years, responsible for rethinking Travel Alberta's digital engagement strategy and redesigning its digital platforms. To do this, we had to develop a deep understanding of the Canadian and US traveler, Travel Alberta's two key markets. Based on that research, we developed an entirely new digital platform for Travel Alberta, including traveler-focused websites, engaging digital content and applications that addressed the digital journey from inspiration to in-market promotions. Currently, we are building out a new Tourism Product Information System to streamline partner marketing and a new visitor app for in-market travelers. Take a look at the work [here](#).



Project 3 - Visit Philly (U.S. Domestic / LGBT+)

As agency of Visit Philly for over 16 years, we were charged with revving up the tourism industry in Philly following the economic downturn in 2008, the most severe economic downturn in 80 years. In a time of great financial pessimism, we served up overt optimism and love. We invited people back to the city with love letters from Philadelphia itself. We called our strategy "concentrate and radiate" using our campaign to first spark positive energy in the city itself, before enticing people to visit. The result was a destination buzzing with new-found energy that "radiated" out to potential visitors. All the while, helping Philly stake its rightful claim as one of the most diverse tourism destinations in the world with creative developed specifically for diverse visitors. Record hotel occupancy soon followed, and the campaign was heralded as the most successful (by double digits) of any city in America, almost single-handedly reviving the Philadelphia hotel industry. For more detail on our Visit Philly work, please see Visit Lauderdale RFI Supporting Documents Section 7 Past Performance: Creative Portfolio - Case Studies.

6. PAST PERFORMANCE: EVIDENCE, KNOWLEDGE & EXPERIENCE

(CONT'D)

Describe Prime Vendor's experience on projects of similar nature, scope and duration, along with a description of satisfactory completion, both on time and within budget, for the past five (5) years. Provide a minimum of three (3) projects with references and identify if the project included any of the following: Minority Demographic markets, including U.S. Domestic, African American, women owned, LGBT+ and Latino markets. (cont'd)

Skrill

Project 4 - Skrill Money Transfer (Latino Market)

UK-based digital wallet brand Skrill tasked us with creating broad awareness (and a solid call to action) among a Mexican-American audience accustomed to providing financial support to family back home in Mexico, creating the largest, most active money transfer corridor in the world. We developed a creative brand campaign featuring Mexican heartthrob Diego Boneta. With a budget of \$475k (inclusive of agency fee and production) and a 10-week timeline we developed and produced a core :30 spot, as well as edits for various forms of broadcast, OTT and social media, each in both a Spanish and an English language version. The engagement included a shoot on location in Mexico City and all pre- and post-production. Have a look at the work [here](#).

The Philadelphia Inquirer

Project 5 - The Philadelphia Inquirer (Minority demographic markets)

The Philadelphia Inquirer, a 195 year old institution, was faced with years of declining readership and a future very much in doubt. Younger and more diverse audiences were skeptical that the newspaper reflected their values and perspectives. To reach them, we needed to speak boldly, authentically, and in a voice that could only be Philly. So, we took the newspaper's call-to-action: "Subscribe," and asked our audience to do the opposite. "Unsubscribe." Unsubscribe from the cliches and stereotypes. Unsubscribe from naysayers, outsiders and haters. And SUBSCRIBE to a newspaper that puts the people of Philly first – championing their interests and communities, and feeding a hometown "Philly bias". Since the campaign launched in October 2023, key equity attributes: Intelligent, Practical, Visionary, and Premium are up 25%+, and overall brand equity is up 12.5% with our millennial and gen Z audience. The Inquirer has seen over 8,000 new registrations and subscriptions, and we received a 2023 Mosaic Addy which is awarded for a demonstration and understanding of and sensitivity to the needs, concerns and buying practices of multicultural audiences. You can view the work [here](#).

Vendor Reference Verification Forms evidencing performance as well as adherence to budget and timing have been provided for each of the projects referenced above in the folder uploaded into Periscope as Mod Op Submission Docs - Bid #GEN2127506P1.



7. PAST PERFORMANCE: CREATIVE PORTFOLIO - CASE STUDIES

Provide two samples from creative portfolio(s) relevant to the travel and tourism industry to be used as a measure of creative capabilities and quality; and provide case studies that measure return on investment on the two samples.

Please see the Case Studies for Visit Philly and Visit PA in Visit Lauderdale RFI Supporting Documents Section 7.



8. PAST PERFORMANCE: CREATIVE PORTFOLIO - MEDIA BUYS

Provide 2 samples of creative, high-impact media buys from creative portfolio(s) relevant to the travel and tourism industry; and describe the return on investment (no more than 1 page).



Relevance to Visit Lauderdale

- Balanced corporate objectives with franchisee needs (parallels co-op framework)
- Carved out distinct roles of both NATIONAL and LOCAL media
- Leveraged hard working media and standout placements to elevate the brand

Challenge

- Transform a turnkey media plan into a *high impact approach*, allowing Planet Fitness to break through the cluttered gym category

Solution

- Identify moments when consumers were most focused on making a healthy change.
- *Own New Year's Eve*: Created an ownable, bespoke integration during the Super Bowl of Fitness, Dick Clark's Rockin New Year's Eve
- Partnered with celebrity Jenny McCarthy to create a nationally televised, live brand moment

Results

- Exposure to over 175MM US TV viewers. Over 1B worldwide, increasing Brand Awareness by 30% overnight
- Explosive growth with 5MM new attributed members
- Generated over \$4.3 million added-value exposure at an average of 2.8 occurrences per minute throughout the 5-hour program



Relevance to Visit Lauderdale

- Co-op parallel: campaign is funded via regional RE groups/realtor contributions
- Built to serve multiple stakeholder, objectives and audiences while ensuring fair share budget allocation
- Audience mindset/moments are leveraged to identify the right time and place

Challenge

- Regain and grow Realtor relevance during a time when Real Estate industry moving rapidly towards DIY home buying and selling

Solution

- Developed a multi-faceted approach that fully integrates broader leadership positioning with localized placement
- Created solutions that push the boundaries of conventional geo-targeted initiatives and provide standout visibility.
- Used strategic partnerships/content extensions to highlight industry expertise and deepen relationships through authentic connections. Leveraged HGTV celebrities, Egypt Sherrod and Michael Aubrey, to offer relevant and relatable tips and advice.
- Use programmatic, foundationally, to meet the consumers in a need state, using in-market readiness signals to identify the right time and place.

Results

- C.A.R. Awareness remains at an all time high at over 88% and continues to exceed N.A.R. awareness nationally
- Emphasis on first time home buyer journey resulted in a 37% bump in site traffic

9. WORKLOAD OF THE FIRM

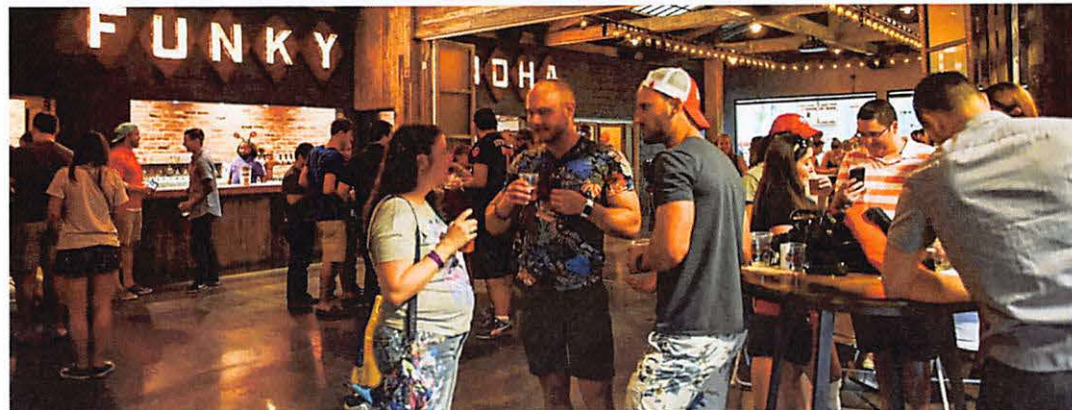
For the Prime Vendor only, list all completed and active projects/accounts that the Prime Vendor has managed within the past five years. In addition, list all projected projects/accounts for the near future, identifying any current or future clients with any potential conflicts of interest.

Projected projects to be defined as accounts that the Prime Vendor is awarded by contract, but the Notice to Proceed has not yet been issued. Identify any projects that Prime Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with challenges and/or conflicts. Explain how the addition of Greater Fort Lauderdale to the Vendor's current workload would be managed.

Please see the list of completed, active and projected projects attached as Mod Op - Workload of the Firm in the folder uploaded into Periscope as Mod Op Submission Docs - Bid #GEN2127506P1.

We do not anticipate any challenges in executing against the Visit Lauderdale SOW should we be fortunate enough to work together. Nor do we typically experience any overarching unmanageable challenges with respect to workload management for our existing clients. While we're appropriately busy, the account and project management processes we have in place and implement for each engagement ensure that we remain on task, on time and on budget. For additional detail regarding our approach to managing workload contemplated by the Visit Lauderdale SOW, please see Sections 1 (Ability of Professional Personnel) and 2 (Project Approach: Scope of Work Management) as well as our ability to leverage additional resources, as described in Section 1(iii) above, should any such resources become necessary.

Nor do we have any conflicts at this time, and we do not currently anticipate working with any new clients (or taking on projects for existing clients) whose work would represent a conflict of interest for us vis a vis Visit Lauderdale. We are rarely in a position that presents as a conflict of interest among our clients. We do, however, recognize that conflicts can occur. Key in navigating and avoiding conflicts is identifying them before they materialize, so we make every effort to do that when evaluating new opportunities. In the event of any potential conflict, we work collaboratively and transparently with the existing client whose business could be impacted, and resolve them in a manner that's satisfactory to our existing client partner.



10. LOCATION

Refer to Location Certification Form and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses. Points shall be allocated as follows based on the vendor's selection of one of the five options in the Location Certification Form:

- Option 1 (0 points);
- Option 2 (5 points);
- Option 3 (3 points);
- Option 4 (points range from 0-5 depending on the composition of the joint venture);
- and Option 5 (0 points)

Please see the Location Certification Form in the folder submitted and accepted into Periscope.

11. PRICING

Points for Price: Refer to Periscope S2G Place Offer Tab and submit as instructed for items. Also, refer to the Special Instructions to Vendors.

Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Cost / Proposer's Cost) x 20 = Price Score

We believe that the best approach to compensation is one that's equitable to both the client and the agency. There are a number of ways to structure compensation plans and we're open to alternate structures.

We have submitted a three year retainer plan that estimates functional hours by employee/ department against the proposed scope of work. Hourly fees are charged at a blended rate of \$130 for the function performed. We have all media fees being covered by a flat 7.5% commission, which includes buying, management and optimization of all paid media.

Under this approach, production estimates are presented upon creative approval for all video, digital and experiential productions. Approved outside costs associated with production, photography, retouching, talent etc. are passed through to Visit Lauderdale at net. Other necessary expenses, such as travel and shipping, as well as applicable taxes, are billed at their net amounts or in accordance with Visit Lauderdale's policy.

Please see the Periscope S2G Place Offer Tab uploaded to Periscope for our pricing offer.





ONE MORE THING

You didn't ask to see our agency reel, but if we were you, we'd want to check it out.



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VISIT
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EVERYONE UNDER THE SUN

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EVERYONE UNDER THE SUN

RFP

Supporting Documents

do



Visit Lauderdale RFI Supporting Documents

Thank you for including Mod Op in your search. We're excited by the opportunity and eager to share our perspective, ideas and recommendations soon.

In the meantime, we've prepared the requested supporting documentation to accompany our proposal, providing further insight into our approach, experience and expertise.

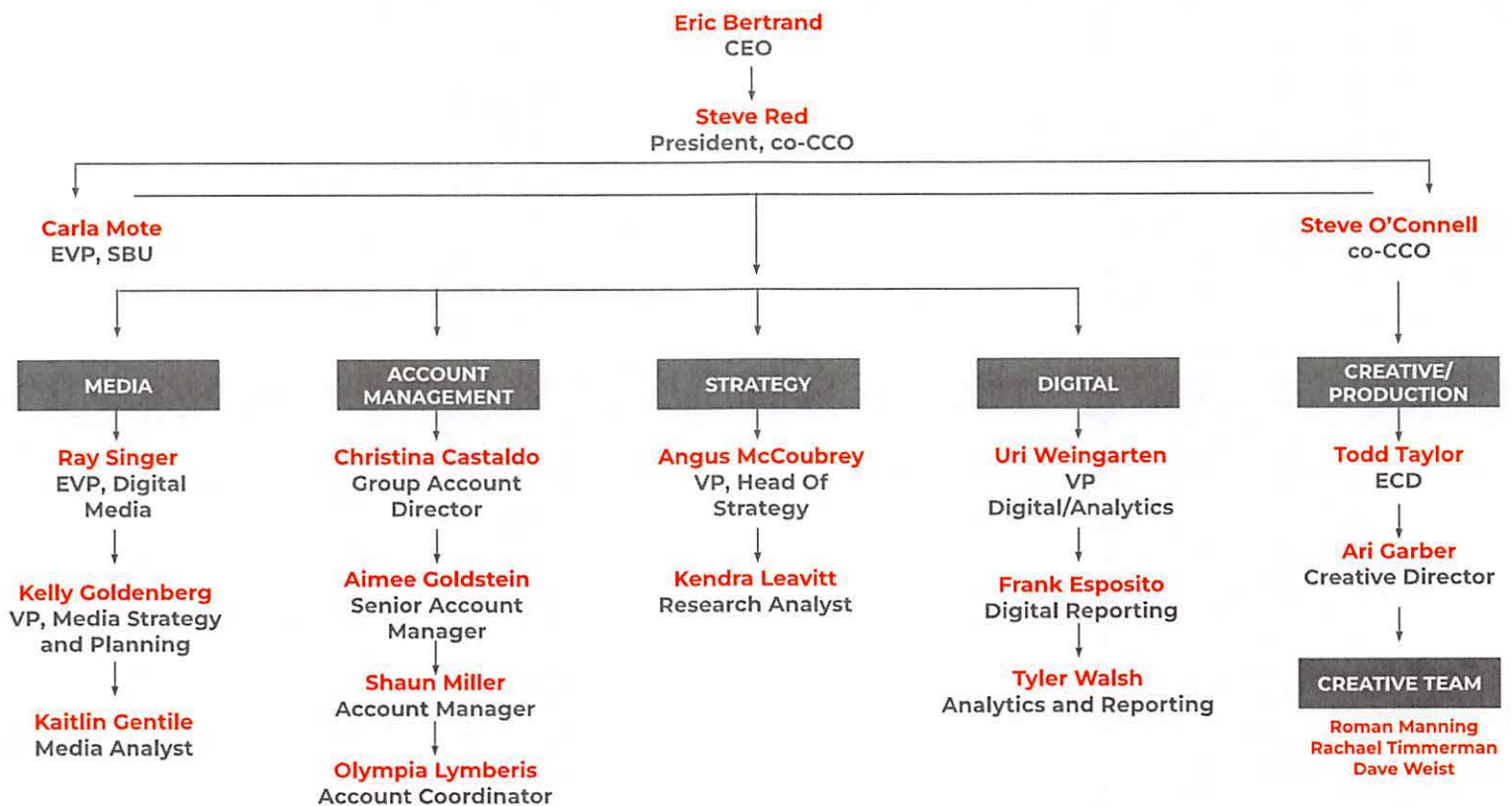
We look forward to next steps.

Let's go!

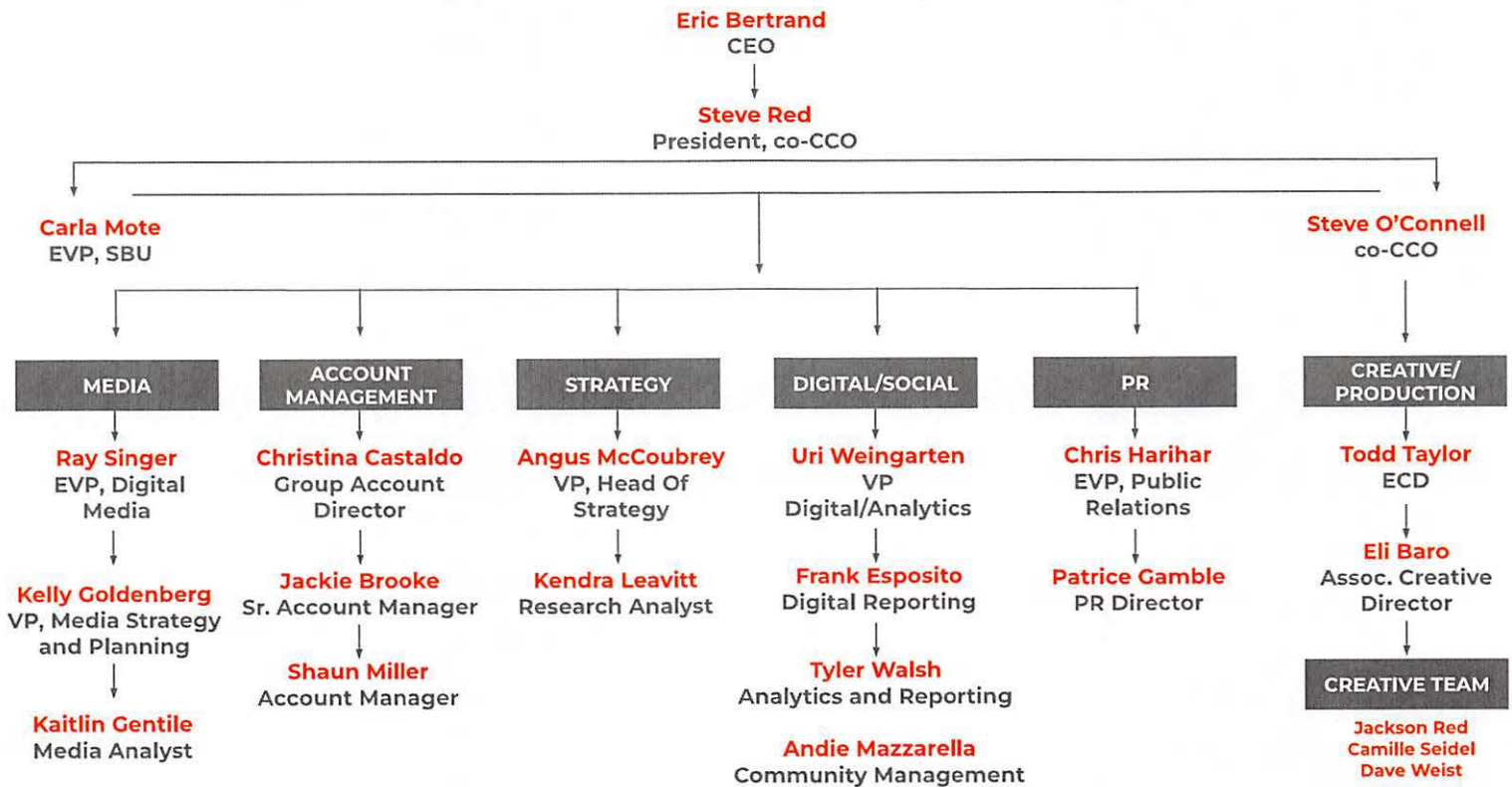
mod
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1(ii)
ORG CHART

GREATER FORT LAUDERDALE TEAM



PORT, AIRPORT, CULTURAL (OTHER) TEAM



mod
op

2

**COMMS AND CHANNEL
STRATEGY EXAMPLE**



Creative Platform: It's a Family Thing

Communications Objective: Celebrating family, in all its wonderful forms (products and lifestyle)

PHASE	APPEAL	CONSIDER	PURCHASE	ADVOCATE
MINDSET	Looking for ways to make my life better. Will consider brands that do that. And if they also believe in the same things that I do and take action to demonstrate that belief, all the better.	Actively planning, looking for inspiration and solutions.	Have a plan, but with the right nudge at the shelf or online, I can be swayed to make a spontaneous purchase.	Inspired to share.
BARRIER	"Deli meats and cheeses are pretty much all the same."	"My life is crazy busy and it's easier to just plan meals around foods and brands I know and trust."	"New choices and unplanned purchase decisions are always a risk, is it worth it?"	"Do I really want to post or talk about a deli meats and cheeses brand?"
DESIRED RESPONSE	Dietz & Watson sees "family" just like I do. And knows that food is a huge part of that. I love that.	Dietz & Watson has options and ideas that seem like they could really fit into my lifestyle.	This looks like something I'd love to eat and a great value.	Dietz & Watson has changed my mind about what a deli brand can be - I'd be proud to rep this Dietz family thing.
DRIVER	"Dietz & Watson food is a great way to bring the family together."	"Dietz & Watson meats and cheeses have inspired me with new meal ideas."	"The product, choice, quality and value, make it easy to choose."	"Dietz & Watson is way cooler and more culturally relevant than I thought."
ACTION	Give an inspired reason to care about Dietz & Watson, either through emotional resonance or PR-worthy acts and innovations.	Provide contextual meal solutions for moments of meal planning, and educate on product diversity and application for inspiration.	Reinforce product choice or incentivize purchase at POS.	Build a lifestyle around the Dietz & Watson brand with events, swag, and PR-worthy innovations and actions.
ACTIVITY	National and Local Equity messaging, Dietz Nuts, Transparency Campaign, Sandwich Police, Viewing Party, Hoagie Class, Factory Tour, 60th Anniversary, Real Philly Deli	Content co-creation with food partners, Celeb cooking show, Custom brand experiences, Product specific messaging.	Price promotions, Real Philly Hoagie Guide.	Dietz Nuts, Tailgates, Real Philly Hoagie Guide, Local events, Dietz Pop-up and Apparel Shop, Giphy activation, Sandwich Police, Celeb Cooking Show.
PRIORITY MEDIA CHANNELS	Video	Content Partnerships, Custom Brand Experiences, Local Radio	Paid social + Mobile display, In-Store, OOH, E-Commerce	Events, Influencers, PR, Social Content
NOTES	NATIONAL	ENTRENCHED	EMERGING	OPPORTUNISTIC
	Provide foundational support of DAW footprint & beyond. Emphasis on inspired solutions. It's all about a Family Thing. Build brand equity for future growth/expansion.	Provide a solid foundation to core business. Maintain a strong level of market wide IAF. Be the hometown hero. Customize digital to drive market specific retail & product.	Nurture new business relationships and grow brand awareness. Maintain a strong level of footprint wide IAF. Leverage touchpoints to drive market specific education. Customize digital to drive market specific retail & product.	Support retailer with IAF during key periods using digital video. Tactical, retail focused media approach. Balance media cost and coverage with business opportunity. Local media and retail-specific programs.



MINDSET/TOUCHPOINT DETAIL

PHASE	APPEAL	CONSIDER	PURCHASE	ADVOCATE
MINDSET	Looking for ways to make my life better. Will consider brands that do that. And if they also believe in the same things that I do and take action to demonstrate that belief, all the better.	Actively planning, looking for inspiration and solutions.	Have a plan, but with the right nudge at the shelf or online, I can be swayed to make a spontaneous purchase.	Inspired to share.
TOUCHPOINT	GRILLING SEASON	PLANNING FOR BBQ SHOPPING	WHILE BBQ SHOPPING	SOCIAL/ONLINE AFTER THE BBQ
CONNECTIONS	Connect the week before the summer holidays MDW, Jth, LDW with Social/Digital, focused on how to do the summer holidays right.	Connect throughout the week via paid social/mobile to reinforce product breadth and raise awareness of incentives at key retail partners.	Connect in-store and on the way there (OOH) to reinforce Dietz product breadth for everyone in their lives.	Post, BBQ, connect via social & PR, when they're catching up on the latest from their go-to celebs, pundits and funny people.
MINDSET	I want to be the neighborhood grillmaster.	I want easy delicious choices that won't let my family down, but also don't require pro-chef skill to make.	Everyone in my family wants something different, and my youngest won't eat anything that's doesn't involve two pieces of bread.	Have you seen what she's been posting lately? What even is a 'landjager' diet? Here, I'll tag you. You have to follow her.
TOUCHPOINT	FOOTBALL SEASON	PERFECTING THE TAILGATE MENU	GAMETIME DECISIONS	TAILGATE RECAPS
CONNECTIONS	Connect the first week of NFL preseason and Fri before NFL opening Sun with Video, Digital/Social, focused on the pride in tailgating like a true fan.	Connect via food content partnerships to showcase product diversity and application.	Connect via paid social/mobile and e-com with product-focused messaging, when they're shopping for groceries (including online), but not necessarily for Dietz product (or even meals and cheeses at all).	Connect when they're messaging with friends and family and need a quick, snappy response. Like a great GIF, for example.
MINDSET	I want to have the tailgate that makes all the other tailgates jealous.	We've had burgers three games in a row. How can we mix it up this Sunday?	Burgers - check, Buns - check, Beer - check plus. Whoa, Eagles Beef Franks? Hold the phone!	Some hilarious stuff went down yesterday at the tailgate. Let me hit 'em with this Dietz Nuts GIF.
TOUCHPOINT	BACK TO SCHOOL SEASON	WEEKLY FAMILY MEAL PLANNING	KID IN THE SHOPPING CART	HOW I SOLVED SCHOOL LUNCH
CONNECTIONS	Connect last 2 weeks of August and first week of September, with social.	Connect via food content partnerships to showcase product diversity and application.	Connect via paid social/mobile and e-com with product-focused messaging, when they're shopping for groceries (including online) with retailer incentives.	Show up with content partnerships and snackable social content when they're catching up on the latest sports, news and entertainment.
MINDSET	I want to set my kids up for success as they head back to school, but the solutions need to fit into the crazy that is BTS time.	I want to add new things to my weekly repertoire, but they need to appeal to my whole family.	I can only distract him for so long before he demands Lunchables. Oh wait, they're having a sale on Dietz Originals Pre-Sliced. I'd feel way better about that.	I successfully subbed in Dietz Originals for their cruddy lunchables. Here's how I did it. And what's my next trick next time I shop for groceries?
TOUCHPOINT	HOLIDAY SEASON	HOSTING WHILE MOSTING	HUNGRY FOR SOMETHING	GIVE THE GIFT OF DIETZ
CONNECTIONS	Connect Sun before Thanksgiving and the 3 wks leading up to Xmas and NYE, with Video, Soc./Dig., Experiential, focused on how to throw a party.	Connect throughout the week via paid social/mobile and content partnerships to create consideration of Dietz & Watson as perfect for holiday hosting.	Connect when they're thumbing through whatever content it is they like, with exciting branded opportunities that result in food-in-mouth.	Connect with them via events and lifestyle product, because the D&W lifestyle is about much more than just delicious meats and cheeses.
MINDSET	I want to be the hostess with the mostest.	I need something my guests can love with one hand, while holding a drink in the other.	Making holiday plans, and most certainly those plans would be better if there's food involved.	OMG. These bacon bacon leggings would be a perfect Secret Santa Gift.



MEDIA CHANNEL STRATEGY

	MEDIA ROLE	MEDIA MINDSET / TRIGGER	CREATIVE
VIDEO	Heighten awareness of IAF and increase brand receptivity.	Target active consumption of content leading in/during major meal planning/holiday periods. • Broader but active content consumption • Meal planning behaviors/triggers • Historical purchase behaviors • Re-engagement with consumers engaged with brand	• Predominantly IAF & Lifestyle messaging
CONTENT PARTNERSHIPS	Educate on brand applications and IAF among highly qualified audience.	Target active planning. • Day-to-day meal planning ("What's for dinner?") • Longer term holiday planning ("I need to start planning for Thanksgiving.") • Solution seeking ("I need a lunchbox refresh.") • Inspiration ("I'm looking for a new spin on appetizers.")	• Contextual/Custom content that elevates D&W brand during pivotal moments • IAF
CUSTOM BRAND EXPERIENCE	Extend brand education of products, application, expandable moments through immersive experiences.	Target ownable moments that tie families together with food. • DW Holidays that give families a reason to connect by choice. (i.e. Tailgates, BBQs)	• IAF • Relevant products (based on moment & market)
LOCAL RADIO	Give communities a reason to rally around hometown pride or community to increase D&W awareness and consideration.	Moments that connect community with food. • Give back moments that bring families together. (i.e. Military, First Responders) • Moments that rally around hometown/community spirit. (i.e. Katz)	• Community messaging • Market level products & retailer
PAID SOCIAL & MOBILE DISPLAY	Educate consumers on products available locally within close proximity to retailer.	Behaviors that suggest active meal planning • Historical purchase behaviors or customer of specific retailer • Re-engagement with consumers that show consideration of brand	• Retailer and product specific
IN-STORE	Heighten awareness of brand at point of purchase. Incent trial of expanded product line or purchase of larger quantities/multi products.	• Active food shopping/meal planning. (Customers are physically in-store) • Target customers shopping key areas of store. (i.e. Deli, Refrigerated Meats)	• POS product callouts and incentives
OOH	Offer product suggestions and drive retail within close proximity of store.	Target commuters driving to/from work who may be actively thinking about daily meal planning.	• Retailer and product specific
eCOMMERCE	Heighten awareness of brand at point of purchase. Incent trial of expanded product line or purchase of larger quantities/multi products.	Target active online shoppers within ecommerce to remind or incent D&W purchase. • Offer product suggestions to shoppers purchasing key categories & competitive products. • Incent current D&W customers to purchase expanded product line. • Target customers based on historical purchase behaviors (brand, competitive or like products)	• Product specific based on platform and available offerings



MEDIA CHANNEL STRATEGY (cont.)

	MEDIA ROLE	MEDIA MINDSET / TRIGGER	CREATIVE
EVENTS	Extend brand education of products, application, expandable moments by getting product in the hands of consumers. Increase community reach and engagement with the brand.	Target moments that tie families together with food, locally	Product/retail specific based on market/event
INFLUENCERS	Bring IAFT to life through real world application. Increase buzz and cultural relevance around a new or key brand initiative. Increase community reach and engagement with the brand.	Target influencers audiences and followers (dependant on specific initiative).	Product specific based on platform and available offerings
PR	Create buzz and cultural relevance around a new or key brand initiative.	Target the media, key constituents, and qualified audiences based on specific objectives/initiatives.	Initiative specific
SOCIAL CONTENT	Increase community reach and engagement with the brand. Increase buzz and cultural relevance for the brand.	- Target brand fans/followers/loyalists - Target audiences that align with content themes	Align with core quarterly initiatives/themes

mod
op

2(i)

**CREATIVE PORTFOLIO
EXAMPLES**



BAHA MAR Campaign Years: 2017 - present (*campaign remains in market*)

CHALLENGE

The brand new \$4.2B Bahamas resort complex required a compelling brand offering to spur luxury travelers to the resort. The needs were comprehensive, including brand positioning, messaging and identity, as well as an impactful and cohesive advertising launch campaign.

INSIGHT

Through research, we found that luxury travelers at the time perceived The Bahamas as mass market, outdated and impersonal. Our goals and objectives were to elevate the way luxury travelers viewed The Bahamas and Baha Mar as a destination, to build interest in the exclusive experiences and first-class amenities of the 1,000-acre complex and to ultimately drive bookings to the resort.

SOLUTION

With multiple hotels on the property, each offering a unique type of luxury that gives travelers an experience tailored to their tastes and needs, Mod Op focused on the intimate and personal, highlighting Baha Mar's custom experience and the 'LUXURY OF CHOICE' guests enjoy as they choose from three luxe hotels, dozens of world-class amenities, and over 40 restaurants and lounges.

The resulting strategy positioned Baha Mar as a luxury destination that encapsulates a simple but enticing idea: 'LIFE SPECTACULAR.' Baha Mar is the place where every beautifully heightened experience is tailored to your preferences and your pleasure. It's your perfect moment in the sun, customized to your ideal blend of bliss and play, chill and thrill, personal and spectacular.

RESULTS

The Baha Mar launch campaign brought our brand strategy to life as the resort underwent its two-year-long phased opening. The results were, well, spectacular.

- Bookings rose over 326% in the first 4 months of the campaign launch, with selling out throughout spring and summer
- More than \$60M booked online
- Welcomed more than 4M guests in first two years
- Room nights increased by 1.4M YOY during the first two years
- ADR growth of 16%

The resort, supported by Mod Op's efforts, led a change in perception about the Bahamas, and travelers have flocked to the islands.

- Most visitors to The Bahamas in the first two years of Baha Mar's opening
- Sustaining 5,000+ jobs
- 1,000 new daily air seats to The Bahamas since opening
- Contributing 12% of GDP to The Bahamas



BRAND CAMPAIGN



[VIEW VIDEO 1](#)

[VIEW VIDEO 2](#)



spots

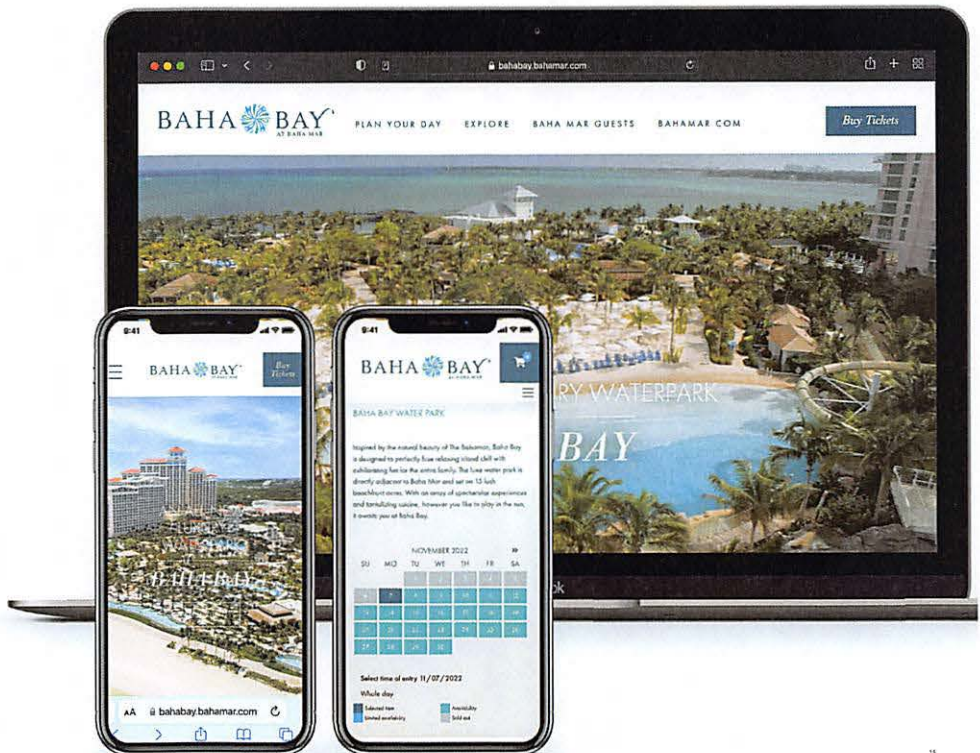


print



digital

WEBSITES

[VIEW WEBSITE](#)[VIEW WEBSITE](#)

PRINT

BAHA MAR
RESIDENCES



PRINT

BAHA  BAY
AT BAHAMAR



PRINT



PURSUIT



PURSUIT COLLECTION - ALWAYS ON Campaign Years: 2023- present

CHALLENGE

As travellers worldwide emerged from the pandemic, they began to search for their next big adventure. They wanted to see more for less, and Pursuit knew its collection of Banti and Jasper experiences could deliver. However, it wouldn't be enough to just inform travelers about their offerings. Pursuit needed a unified brand voice that could connect with, excite, and inspire adventurers. Looking to move away from one-off campaigns and promotions to a comprehensive, always-on approach, they asked us to craft and execute a new strategy.

INSIGHT

The pandemic forced us into our phones - using them to do just about everything. But when it comes to an experience as big as the ones Pursuit offers, the phone is a very tiny place. We needed to develop a campaign transcended the confines of their device and felt as big as the outdoors.

SOLUTION

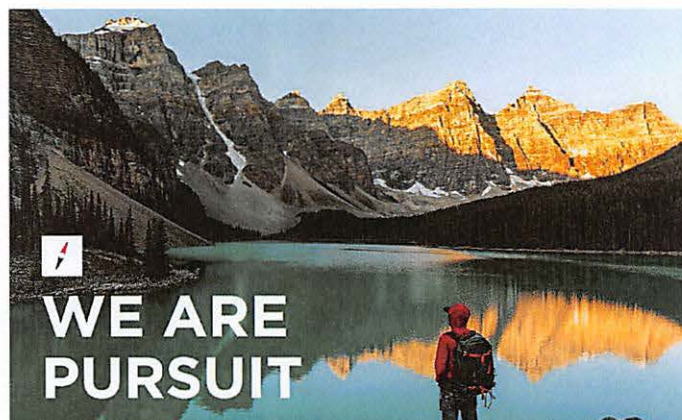
A flexible campaign needs a flexible approach. We used UX design system thinking to help guide our creative. The system shaped a visual framework and modular messaging that targeted audiences at every stage of their journey. The result? A copy-and-design system that can be tailored to any medium, platform, or attraction, be it an eye-catching billboard, a cozy cabin reel, or an in-feed ad for a hip Banff restaurant.

Once ads began rolling out, we worked closely with Pursuit's media agency to monitor the data and optimize our assets. Headlines, supporting copy, design elements, and even photography were altered based on the analytics, leading to exceptional results.

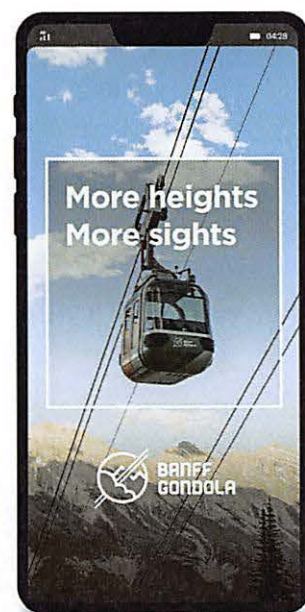
RESULTS

The strategy immediately exceeded even the most optimistic expectations.

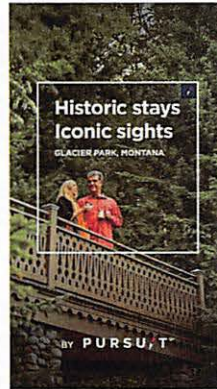
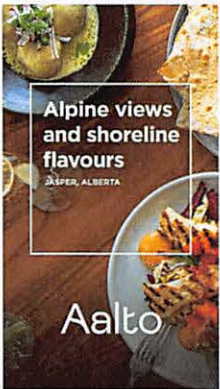
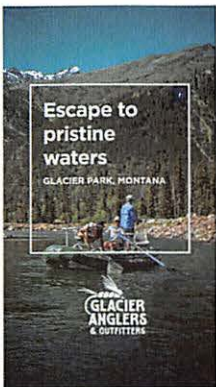
- The Pursuit Pass saw a 50% sales increase from the previous year.
- Online performance shot up across the board and sales forecasts were exceeded: Golden Skybridge by 24%, Lake Minnewanka Cruise by 18%, Maligne Lake Cruise by 17%, and Columbia Icefield by 12%.
- Our always-on strategy wasn't just flexible enough for multiple lines of business-it could be leveraged across entire Pursuit collections.
- The Rockies were just the beginning. After the successful launch of the initial Banff Jasper campaign, additional campaigns for Montana and Alaska quickly followed.



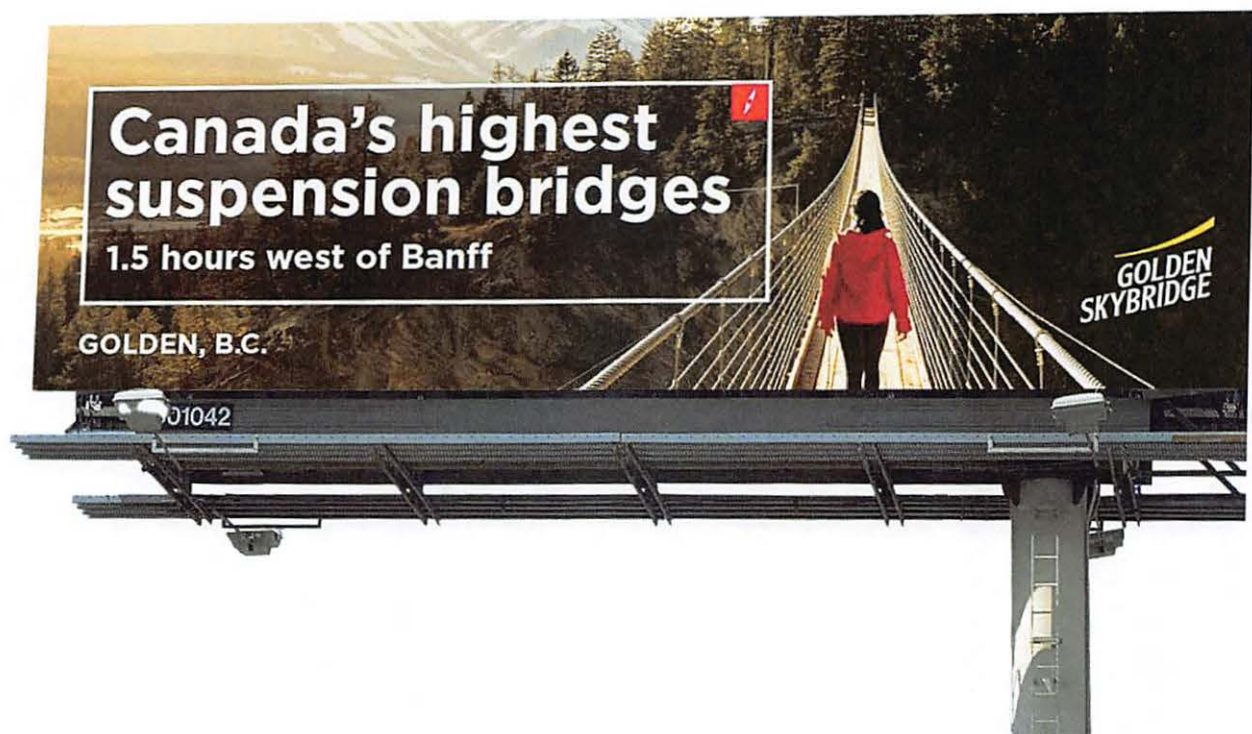
DIGITAL



DIGITAL



OOH



PURSUIT COLLECTION - BACK TO BEAUTIFUL Campaign Year: 2021

CHALLENGE

We were asked to create a campaign that would drive local visits and summer bookings for Pursuit's Banff Jasper Collection. With travel restrictions still firmly in place, we looked regionally to remind travellers of the safe and budget-friendly destinations right in their backyard. Luckily, Pursuit was uniquely positioned to help locals return to the places and feelings they were longing for.

INSIGHT

After a year of lockdowns and pandemic fatigue, the desire for a sense of normalcy was stronger than ever.

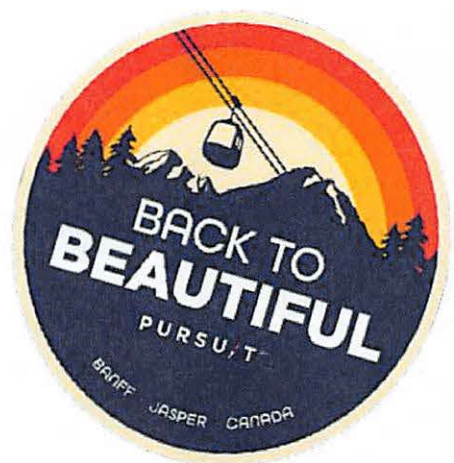
SOLUTION

Use the past to sell the present. COVID-19 took its toll, leaving us nostalgic for a time when travel was simple, rules were few, and connecting with family and friends felt effortless. Many Western Canadians have a fond family memory about loading up the camper, station wagon, or minivan and heading for the Rockies. Our Back to Beautiful campaign combined stirring anthems to these memories with vintage photos and design, reminding people that new adventures were only a short drive away.

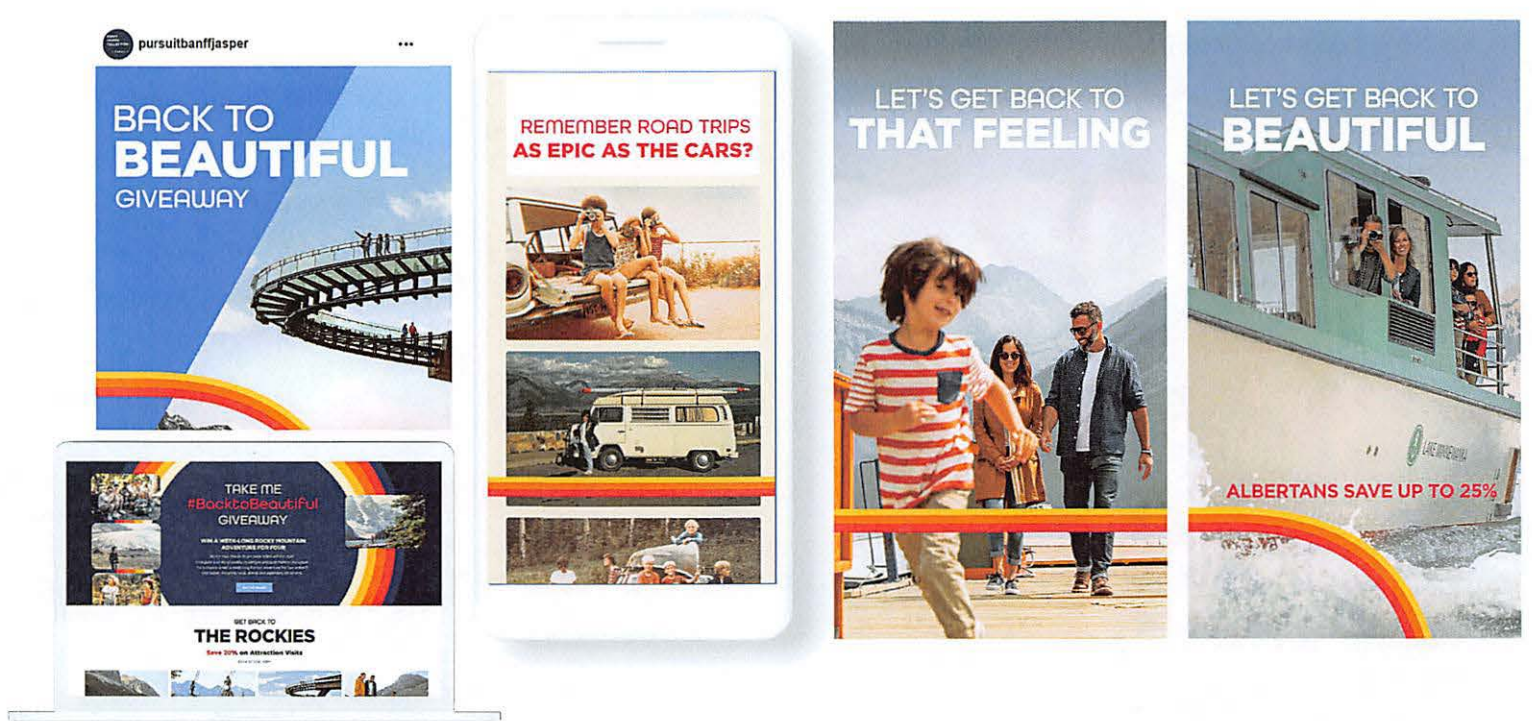
The nostalgic campaign took on many different forms. You could find it on display ads, radio spots, outdoor placements, Spotify playlists, and Instagram as a memory-filled photo contest. There was even a '70s-inspired street activation at a drive-in theatre, complete with a tube-socked team. Across the board, every piece drew on vacations past, positioning Banff and Jasper as perfect places to recapture those feelings.

RESULTS

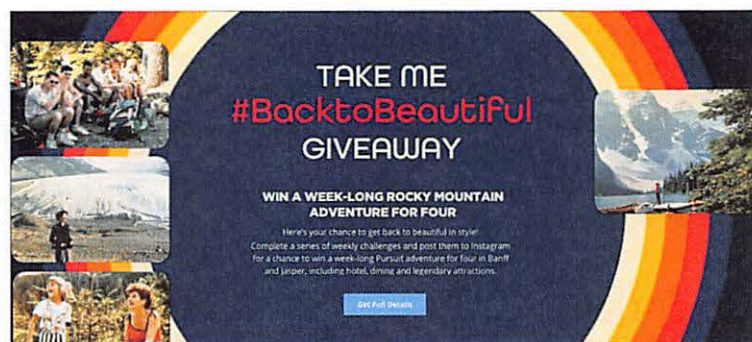
The past thrived in the digital world. Back to Beautiful immediately resulted in exceptional page views, clicks, and a search performance that exceeded all expectations. Ads for Maligne Lake and Columbia Icefield led the pack, with Facebook carousels and Instagram stories drawing eyes and driving bookings.



DIGITAL / SOCIAL



DIGITAL PROMOTIONS & ACTIVATIONS



TAKE ME
#BacktoBeautiful
GIVEAWAY

WIN A WEEK-LONG ROCKY MOUNTAIN ADVENTURE FOR FOUR

Here's your chance to get back to beautiful in style!
Complete a series of weekly challenges and post them to Instagram for a chance to win a week-long Pursuit adventure for four in Banff and Jasper, including hotel, dining and legendary attractions.

[Get Full Details](#)

GET BACK TO
THE ROCKIES

Save 20% on Attraction Visits

BOOK BY JUNE 30TH



GET BACK TO THAT
FEELING

Relive the road trips of yesteryear with curated Spotify playlists from classic eras.

[Listen Now](#)



#BacktoBeautiful
DOWNLOAD STICKERS



VIDEO



OOH



PURSU^T

**BACK TO
BEAUTIFUL**

SAVE UP TO 25%
BanffJasperSummer.com



PLANET FITNESS

PLANET FITNESS Campaign Years: 2012-2020 (campaign remains in market)c

CHALLENGE

Planet Fitness changed the game by creating a new inviting, for-the-masses gym. But awareness of was low, budgets were lean, and franchisee groups were fragmented.

INSIGHT

Intimidation is the main reason people don't join gyms.

SOLUTION

We promised a judgement free gym environment with no "gymtimidation". We implemented a market-by-market acquisition strategy using *humor* to define what the brand is NOT. And a retention and brand advocacy strategy using *heart* to define what the brand IS. We created a fully integrated campaign based on:

- Category busting disruptive creative - video you don't want to fast forward or skip.
- Continual content generation to extend the message... and the fun
- Partnerships with culture-connected media brands like the Biggest Loser TV show and, understanding the New Year as a trigger for getting in shape, a fully integrated, multi-platform takeover of NYE on Times Square.
- And we put equal effort into rallying the troops internally, enlisting, engaging, and ultimately selling the campaign into, franchisee groups big and small across the country.

RESULTS

- Delivered a digital lead generation at a ridiculous 750% vs. previous digital campaigns
- Awareness grew from 34% to 60%
- 50% membership growth to over 10MM members.
- +11% Same store sales in year 1, leading to international expansion into Puerto Rico, Mexico and Canada.
- 50% growth in gyms in our first 3 years, on the road to 1,100+ doors
- Became the #1 Hispanic #1 market share gym as Hispanic population moved from 8.4% to 12.3% of total gym goers.
- We helped Planet Fitness grow from a regional gym to a country-wide sensation and a publicly-traded company.



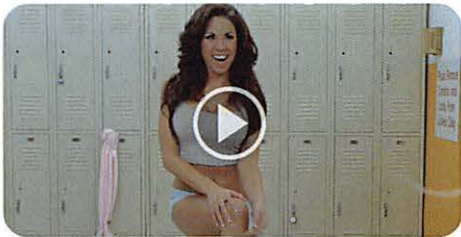
Upsell :30



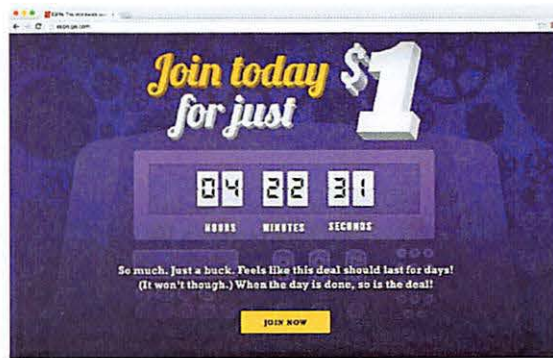
Bathroom Key :30

VIDEO CASE STUDY





Hot :30



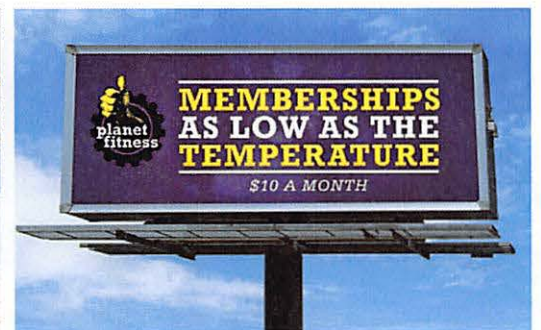
Digital Flash Sale



Battle Gym - Cinema :90



Outdoor



Planet of Triumphs



Planet of Triumphs - Community Building/Retention Program



Dick Clark's New Year's Rockin' Eve Integration ft. Ryan Seacrest and Jenny McCarthy



CRAFTSMAN Campaign Years: 2017 - present (*campaign remains in market*)

CHALLENGE

For nearly a century, Craftsman was a trusted American icon, passed down from one generation to the next. But the brand was inextricably linked to Sears. And as the fate of Sears crumbled, so did the perception of the Craftsman brand. Adding to the challenge, manufacturing was scattered, product was inconsistent, and the overall brand was no longer synonymous with quality. By the time master brand Stanley Black & Decker acquired Craftsman, it had lost its luster. Stanley Black & Decker sought to re-establish pride in Craftsman's superior quality with re-engineered products, bringing back its historically reliable, high-performance tools.

INSIGHT

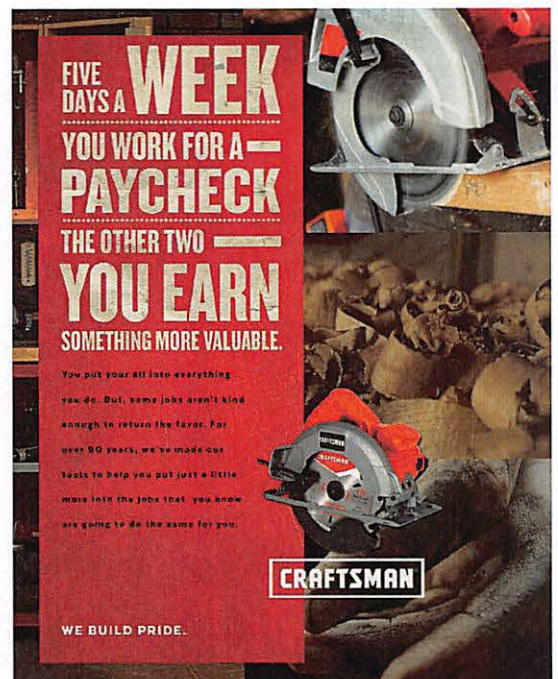
For many Doers, making/building/creating is their way of expressing love and pride.

SOLUTION

Reconnect Doers to the American icon they remember, in the places they buy and learn about brands they respect, with a renewed dedication to professional craft and innovation. In other words: make them fall in love with Craftsman all over again.

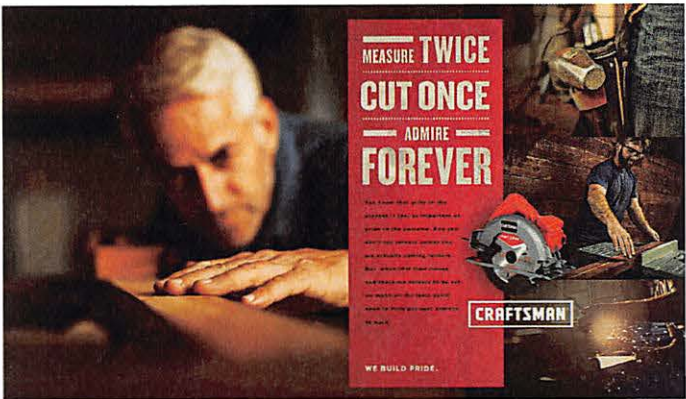
RESULTS

- Increased positive sentiment from 13% to 21% during the first campaign
- Increased social engagement by over 800% in the first year
- Grew Instagram followers by 307% from 90k to 277K+
- Grew the Craftsman Club rewards program by over 400k members
- Launched Craftsman in over 7,500 new doors across the US, including Lowe's, Amazon, Ace and NAPA Auto Parts.





Anthem :60



Print

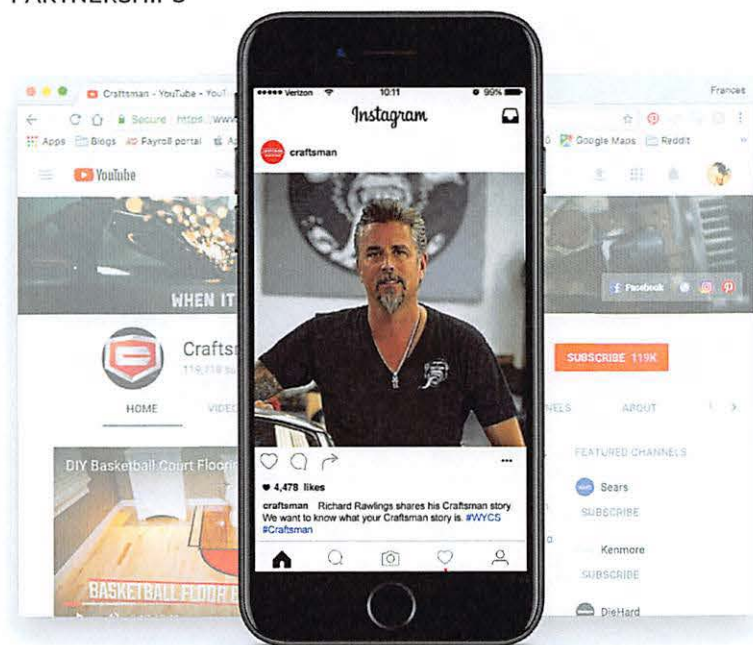


Social Content



The Gift :60

PARTNERSHIPS



Gas Monkey Garage/Richard Rawlings Partnership



A photograph of a woman and a man in a room. The woman, on the left, has long red hair and is wearing a grey blazer over an orange top. She has her arms crossed and is looking directly at the camera. The man, on the right, is bald and smiling, wearing a brown suit jacket, a light blue shirt, and a patterned tie. The background is a room with a stone fireplace mantel and a painting of a ship. The text 'CENTURY 21' is overlaid in white, bold, sans-serif font across the middle of the image.

CENTURY 21

CENTURY 21 Campaign Years: 2012-2017

CHALLENGE

After years of inattention to brand marketing, this iconic brand had become tarnished and dated, and its agents had become disenfranchised. And the recent turmoil in the housing market wasn't helping. Century 21 found itself in a position of not being relevant to consumers and lost its mojo with its own agents. They realized that they desperately needed to stand out from the competition and reconnect with both the consumer and real estate agent worlds.

INSIGHT

If we could bring confident optimism back to the agents the new attitude would glow across the organization. We realized that if we could make the agent a superhero, then it not only would galvanize the C21 agent world but would also inspire home buyer/seller to work with a C21 agent.

SOLUTION

We crafted a platform based on positioning C21 agents as Smarter, Bolder and Faster – traits research showed were manifested in trusted and successful agents. And inspired a new perception to become reality. Through a fully integrated campaign which included TV, radio, print, trade, interactive, social, event & outdoor we created a campaign that united the organization from within and successfully cast a glow on consumer perception.

RESULTS

- In the down market brand preference shot up by 20%
- New franchisee acquisition outpaced prior year by nearly 10%
- 3-years running with JD Power: "Highest Overall Satisfaction for First-Time Home Sellers, First-Time Home Buyers, Repeat Home Sellers, and Repeat Home Buyers among National Full Service Real Estate Firms, Three Years in a Row."
- Campaign success led to a huge media push including Super Bowl buys.

WHAT MAKES A CENTURY 21 AGENT?
HERE'S ONE WORD: GUSTO. A FEW MORE WORDS: DEPENDABILITY, KNOW-HOW AND DEFENDER OF YOUR DREAMS. MAYBE THAT LAST ONE WAS OVER THE TOP. BUT WE'RE OK WITH THAT.

CENTURY 21 AGENTS.
SMARTER. BOLDER. FASTER.

C21.COM
f LinkedIn in

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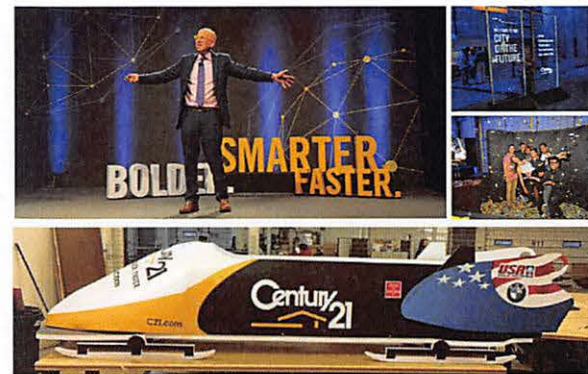
Century 21



Super Bowl Spot: 30



Regional Outdoor



Experiential/Internal Rally Events

mod
op

7

**PAST PERFORMANCE:
CREATIVE PORTFOLIO -
CASE STUDIES**

VISIT PHILLY

DEAR NY
WE MISS YOU

WITH
LOVE
PHILADELPHIA
XOXO

GOPHILA.COM

VISIT PHILLY

CLIENT REQUIREMENTS

Agency of record, including Strategic Planning & Advertising, Creative Development, Video, Print, Digital, Social Media Planning & Implementation, Community Management, Events and Experiential, Trade Promotions. Dashboard creation, analytics reporting.

CHALLENGE, GOALS, OBJECTIVES

Rev up the tourism industry in Philadelphia across a span of 16 years, across a wide audience swath that specifically included diversity audiences, and including two of the most challenging travel and tourism environments in US history — the dark months following 9/11 and again in 2008-09, the most severe economic downturn in 80 years.

CREATIVE BRIEF

We essentially had 2 briefs. Following 9/11, we were charged with bringing people back and once again “getting heads in beds” after travel had essentially ceased. In 2008, we were briefed to spark travel to Philly in a time of great pessimism and wallet worries.

STRATEGY

Post 9/11 we proposed that we make our entire campaign about “spending the night” and making it light and optimistic to counter the fog people found themselves in following the terrorist attacks. We collaborated with the Philadelphia City Hotels to create an enticing offer and rally potential tourists around the notion that “Philly’s more fun when you sleep over.” In a single line summing up the benefit and the call-to-action. In 2008, during a recession that had potential travelers reluctant to leave their homes, we served up overt optimism and love. We invited people back with love letters from Philadelphia itself. We called our strategy “concentrate and radiate” using our campaign to first spark positive energy in the city itself, before enticing people to visit. The result was a destination buzzing with new-found energy that “radiated” out to potential visitors.

And we helped Philly stake its rightful claim as one of the most diverse tourism destinations in the world with creative developed specifically for diverse visitors.

WITH
LOVE
PHILADELPHIA
XOXO

WITH
LOVE
PHILADELPHIA
XOXO

CON
CARINO
PHILADELPHIA
XOXO

VISIT PHILLY

RETURN ON INVESTMENT

PHILLY'S MORE FUN

- Within six weeks of the campaign launch — just 12 weeks from the first day of our involvement — 36,000 room nights sold.
- That translated into more than 100,000 restaurant meals, thousands of taxi rides, thousands of public transit users, thousands of incremental visitors to museums and area attractions.
- More than \$10 million was injected into the region's economy within that time.
- Heralded as the most successful campaign (by double digits) of any city in America, almost single-handedly reviving the Philadelphia hotel industry.



WITH LOVE

"With Love, Philadelphia" has become part of the lexicon and has the city buzzing with commerce and optimism.

- The campaign was heralded as the most successful (by double digits) of any city in America, almost single-handedly reviving the Philadelphia hotel industry following a period of sharp economic downturn.
- Record hotel occupancy city-wide since the campaign launched in 2009.
- 2016 - Center City Hotels enjoyed 82% occupancy, the highest of any year to date.
- The "Philadelphia: Get Your History Straight and Your Nightlife Gay" campaign took Philly from an unranked position on Community Marketing's "Top 10 U.S. Destinations for the LGBT Traveler" list to a solid No. 10.
- And we have a lot of folks buzzing about Philly. The New York Times named Philadelphia "the 6th Borough". Travel and Leisure awarded Philly "Best city in America". And Esquire hailed the city as the "late-night capital of the U.S." Well said, guys.

VIDEO CASE STUDY





DEAR \$18 COCKTAIL,
DOWN HERE WE CALL YOU "TWO COCKTAILS."

P.S. COME CHECK OUT MY NIGHTLIFE SCENE.
VISITPHILLY.COM

WITH LOVE,
PHILADELPHIA
XOXO

USA



DEAR CELEBRATING
AMERICA'S BIRTHDAY,
WHAT A COINCIDENCE. I'M AMERICA'S
BIRTHPLACE. JUST SAYIN'.

P.S. BOOK ME AT
VISITPHILLY.COM

WITH LOVE,
PHILADELPHIA
XOXO

USA

GoVILLA.com

DEAR SON-IN-LAW,
REMAIN CALM AND
PUT YOUR MOTHER-IN-LAW
UP AT A HOTEL.
I'VE GOT PLENTY

GoVILLA.com

WITH LOVE PHILADELPHIA XOXO

GoVILLA.com

DEAR GUYS WHO
LIKE GUYS AND
GIRLS WHO LIKE GIRLS,
I HEART YOU.

GoVILLA.com

WITH LOVE PHILADELPHIA XOXO

GoVILLA.com

DEAR MINI SHAMPOO
COLLECTORS,
OUR HOTELS
HAVE THEM.
STAY OVER.

GoVILLA.com

WITH LOVE PHILADELPHIA XOXO

GoVILLA.com

DEAR GUY WHO CLAIMS HE
NEVER CRIED DURING ROCKY IV



GoVILLA.com

WITH LOVE PHILADELPHIA XOXO

GoVILLA.com

DEAR DAHLING,



GoVILLA.com

WITH LOVE PHILADELPHIA XOXO



special promotions

PENNSYLVANIA TOURISM



PENNSYLVANIA TOURISM

CLIENT REQUIREMENTS

Agency of record, including Strategic Planning & Advertising, Creative Development, Video, Print, POS, Digital, Social Media Planning & Implementation, Community Management, Events and Experiential, Trade Promotions. Dashboard creation, analytics reporting.

CHALLENGE, GOALS, OBJECTIVES

Transform a state that stood for little into an entertainment brand that spoke to every age group and ethnicity. Help PA stand apart from neighboring states with a personality, charm and travel experience all it's own.

CREATIVE BRIEF

Turn the fact that most people drive to their PA vacation into a positive building the brand around the promise of "freedom wrapped in a road trip"

STRATEGY

Create a rallying cry and a call to action to visit in a single, bold declaration – Ready. Set. Go. Around every bend present PA with a surprise, a smile and a wink. And bring it to life in a way that shows off the personality of PA in big ways. To drive results and change perception we paired traditional tactics with every non-traditional tactic in the book, including creating the first state tourism partnership with Foursquare, devising a spectacularly successful viral content campaign and building passionate communities on Facebook, Twitter and other social platforms.



pennsylvania
STATE OF INDEPENDENCE

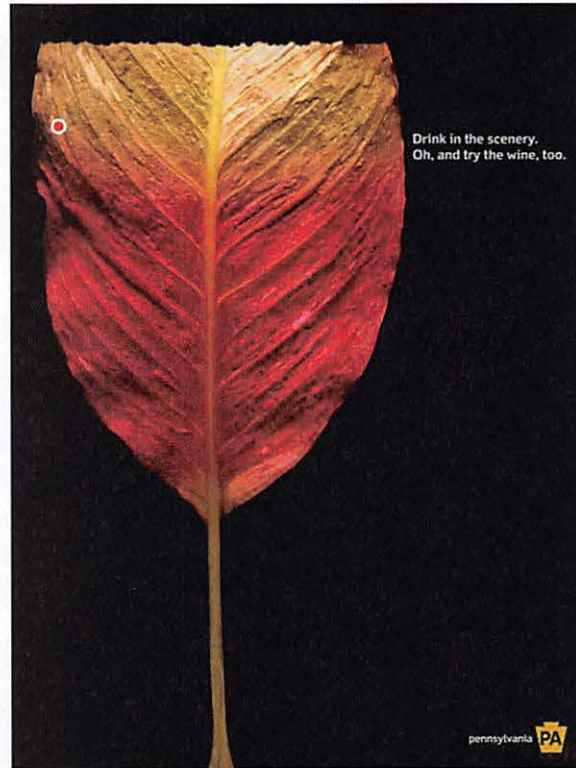
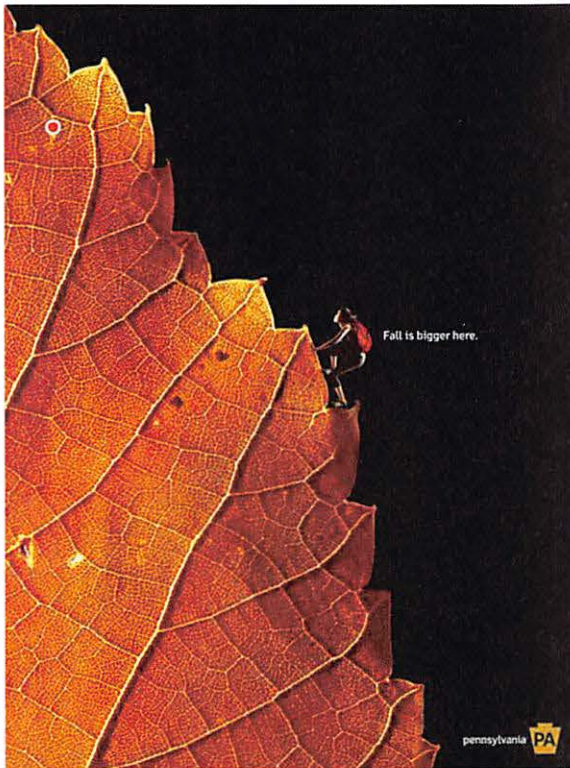
TACTICS

-
- HOLD ON TIGHTER AND
DON'T LET YOUR PANTS GO ANYWHERE BUT
BE TIGHT, TIGHT
- How's it going?
UP A BIT
- LOADING ALL OVER
Pennsylvania
- Peter Arthur
Stories**
- FOR A WATERLESS NEW WORLD,
DON'T BE TOO TIGHT

- We drove hotel room nights to new heights in every year of our partnership.
- Increased hotel room nights more than 4%, beating the national average.
- Moved from number 7 to number 3 in the country as a travel destination, surpassing our neighbors to the north in NY.
- Increased traffic to VisitPa.com more than 400%. In the process developed one of the most talked about and awarded websites in the tourism industry.
- All generating more than \$28B in tourism and economic development for the Commonwealth.

VIDEO CASE STUDY





Fall is bigger here For the fall foliage season, we simply declared, "Fall is bigger here" and among other tactics, mounted humongous fall leaves on buildings in NYC.



OOH



wild
postings



Groundhog badge - the single most downloaded FourSquare badge



Groundhog
Microsites



"Introducing the Weavers" a strange bicycle troop called the Weavers that shows-off the magnificent bicycle trails across the state.

thank

mod
op x  VISIT
LAUDERDALE
EVERYONE UNDER THE SUN

you

Aimee Jill Goldstein

Email: aimee.goldstein@modop.com

Currently Based In:
Philadelphia, PA

PROFILE:

I am a current Account Manager looking to diversify my advertising & marketing experience. I am eager to continue learning & diving deeper into the world of content creation & social media. I thrive in fast-paced environments, am very detail-oriented and organized. Seriously—don't mess with my To Do list

EDUCATION:

The Pennsylvania State University, Class of 2017 B.A. in Advertising
Cum Laude

SKILLS:

Basic knowledge of Adobe Photoshop, InDesign, and Illustrator, Microsoft Office, Keynote, Google Docs/Sheets/Drive, Wrike.

EXPERIENCE:

Mod Op, LLC – Philadelphia, PA

Senior Account Manager – May 2022 – Present

Clients: Sparkling Ice, William Grant and Sons (Reyka Vodka, Tullamore DEW)

- Communicated and managed day to day client requests and large-scale project across 8 clients in different industries • Managed the briefing and timelines associated with the creation of content from start to finish, including social media content, in-store POS pieces, TV production, website builds and more.
- Led 360 campaign for Sheetz including full TV development and production, digital signage, in-store and app enhancements, social media and OOH
- Day to day client contact, managing projects and developing timelines for internal and external use
- Launched over 65 shopper campaigns in 3 months for Sparkling Ice, ensuring in store creative messaging aligns with overarching brand elements
- Immersed myself in each brand to ensure brand guidelines, TOV and strategies were executed across all content & materials •
- Coordinated and worked across multiple teams to be sure work got completed and shared in a timely manner
- Assisted and helped coordinate social content productions for clients on a weekly basis
- Translated raw data points into digestible analytics & success stories for each social program and campaign

Think Traffic – Philadelphia, PA

Account Manager – September 2021 – May 2022

Clients: Saladworks, Garbanzo Mediterranean Fresh. The Simple Greek, Frutta Bowls, Anvil

- Communicate and managed day to day client requests and large-scale project across 4 main restaurant clients.
- Manage the briefing and timelines associated with the creation of content from start to finish, including social media content, in-store POS pieces, website builds and more.
- Assist in managing and maintaining weekly status calls internally & with client
- Assist with branding, press & award submissions on behalf of the agency
- Immerse myself in each brand to ensure brand guidelines, TOV and strategies were executed across all content & materials •
- Assist and help coordinate product photoshoots

Proof Advertising – Austin, TX

Account Executive – November 2019 – March 2020

Client: Subway Restaurants

- Executed full-scale local promotional programs in the 9 local DMA markets for Subway Restaurants that I was assigned to • Strategized directly with Senior Account Director to implement localized marketing programs, promotions, and sponsorships for each market such as SMS, Receipt Offers, E-Mail Creative & Coupons.
- Handled the development and communication of full-scale advertising campaigns for local programs on behalf Proof's entire Subway client base •
- Managed the briefing and timelines associated with the creation of assets from start to finish including point of purchase materials, TV & Radio broadcast production, digital banners, and print pieces
- Managed and organized all aspects of local programs for each client including collaborating with internal teams to communicating with clients on a daily basis regarding the intricacies of each program
- Translated raw data points into understandable content and success stories regarding client programs
- Assisted Senior Account Director in creating and organizing presentation materials as well as presenting for quarterly client meetings with franchisee board and owners
- Contacted potential partners and see partnerships from start to finish, including reporting KPI factors throughout each partnership • Awarded the 2019 Proof Curiosity Award. This award is given to those who ask questions, dig deeper, understand connections, and know more than everyone in the room.

Assistant Account Executive – November 2018 – November 2019

- ! Executed full-scale local promotional programs in over 10 local DMA markets for Subway Restaurants that I was assigned to; strategized directly with Senior Account Director to implement local programs, promotions and sponsorships for each local market
- ! Managed the briefing and timelines associated with the creation of assets from start to finish including point of purchase materials, digital advertisements and broadcast assets
- ! Translated raw data points into understandable content and success stories regarding client programs; present key data and findings to client !

ANDI MAZZARELLA

SOCIAL MEDIA COMMUNITY MANAGER

CONTACT

andi.mazzarella@modop.com
Philadelphia, PA

EDUCATION

Temple University
Philadelphia, PA

Klein College of Media & Communication

B.A. in Advertising
Concentration in Account
Management

SKILLS

Social Media
Trend Analysis
Analytics & Digital Reporting Social Editing Platforms
Creative Writing
Communication and
Presentation

PROJECTS

Resort Instagram
Heritage Hills Resort /
Apr 2023 - Present

Assisted with developing
Heritage Hills Resort's Instagram account
Collaborated with Head of Golf and Head of Marketing to show
guidance on how to run a
company social account
Communicated with Head of Golf weekly to come up with new
ideas, stories, and reels for
account

WORK EXPERIENCE

Social Media Community Manager
Mod Op, LLC / July 2023 - Present

Manage brand presence across multiple social media platforms
addressing inquiries and comments from consumers to ensure
brand image positivity and deliver the utmost customer
satisfaction Work alongside multiple internal teams to ensure
alignment on overall social initiatives to ensure consistent
brand image and messaging across all platforms
Research weekly social trends to ensure brands are up to date
and have a presence amongst current social chatter

Social Media Manager
Lovely Bride Philly / Jan 2023 - July 2023

Lead social media presence across Instagram and TikTok with
3-4 posts a week on both platforms
Created video content for TikTok - drawing in 240+ new
followers Composed 100% of Instagram and TikTok captions
Managed customer connections by responding to 100% of all
inquiries and comments
Collaborated with Head of Social for Lovely Bride

Social Media Coordinator
Delicious City Philly / Oct 2022 - Jan 2023

Created daily Instagram posts and stories utilizing Canva
Established regular weekly reporting of social media metrics such
as follower count, engagement rates, and link clicks
Increased account engagement by 88.7% in last 90 days
Composed 100% of all Instagram and TikTok captions

Marketing Assistant
The Nest at 1324 / May 2022 - Nov 2022

Worked closely with Director of Marketing and Building Owner
to assist with generating brand voice and image through social
channels including Instagram and TikTok
Created 2 weekly Instagram posts as well as 1 weekly TikTok
video Increased Instagram following by 265 followers
Utilized Canva to create ads, social media content, and flyers

Disney College Program Participant
The Walt Disney Company / Jan 2022 - May 2022

Founding member of ESPN's Wide World of Sports Complex's
Diversity and Inclusion Team
Assisted with complex's biggest event: UCA International All
Star Championship
1 of 12 participants that had a dual location placement: ESPN
Wide World of Sports and The Magic Kingdom Park

ABOUT ME

I'm a collaborative creative problem solver, passionate about insights and strategies that inspire creativity and drive business growth. I aim to inspire, develop and fight for the big ideas that permeate culture, re-define brands and connect emotionally with people. I've contributed to work recognized by Cannes, Effie and the D&AD awards.

CLIENT EXPERIENCE



Portfolio

Please visit
angusmccoubrey.com
for a collection of case studies.

PROFESSIONAL EXPERIENCE

MOD OP, LLC Philadelphia PA

May 2018 – Present

VP, Head of Strategy *leading strategy across agency's client portfolio. Responsible for leading new business pitches, mentoring junior talent, driving integration across departments, and contributing thought leadership to clients and agency.*

- Inter-agency strategy lead for key agency clients including Sparkling Ice, Gallo Winery & Nestle's Nesquik.
- Introduced proprietary strategic planning tools, powered by quantitative research platforms Pollfish and MRI to deliver business-building results for agency clients.

ANOMALY New York NY

May 2015 – July 2017

Planning Director, *providing strategic leadership across Budweiser's US and Global marketing initiatives. Responsible for mentoring a team of two, and leading strategy for several new business pitches and wins.*

- Inter-agency strategy lead for Budweiser, driving learning plans, briefing and collaboration with partner agencies across design, social, retail, experiential and PR.
- Creative strategy for 2016 and 2017 Super Bowl campaigns that introduced global equity platforms for the brand both years.
- Identified opportunity to activate around the Halloween drinking occasion globally, creating branded rituals and a comms toolkit for China pilot in 2016.
- Led creative strategy for Budweiser's "America" rebrand in summer 2016, guiding the integrated campaign to imbue the statement with meaning.
- Created strategy and global launch toolkits for Budweiser's first Non-Alcoholic beer
- Re-defined global brand positioning for Abercrombie & Fitch and Hollister.
- Pitch-winning repositioning of Sonos as first and foremost an investment in the home.

GREY New York NY

May 2014 – May 2015

Senior Brand Planner, *across global Gillette master brand and product pillars.*

- Led brand purpose workshops and developed the path forward for Gillette defined more by their "why" than their "what."
- Developed creative propositions and launch strategy for multiple products in Gillette's innovation pipeline, along with learning plans to inform creative development across North America, Asia, Latin America and EMEA.

360i New York NY

April 2013 – May 2014

Strategist, *across Toyota Motors America, Scotts Miracle Gro Guinness.*

- Created digital strategy for Toyota's 2014 Super Bowl campaign "no room for boring," and launched their integrated teen driver safety campaign.
- Led research, creative strategy and digital architecture development across Scotts Miracle Gro portfolio.

ARNOLD Boston MA

April 2012 – April 2013

Senior Brand Planner, *across New Balance, Carnival and Jack Daniel's.*

- Re-defined the customer journey for Carnival's "Cruise Rookies" target through ethnographic research, data-driven insights, and media habits.
- Conceived and implemented qual and quant research with New Balance's performance running target, to inform creative strategy and future brand direction.

DEUTSCH New York NY

April 2010 – April 2012

Account Planner, *across the majority of Unilever's US and Global deodorant portfolio.*

- Collaborated closely with Unilever on all stages of strategic development, from research plans to execution for multiple new innovations launching in US and Global markets.

STARFISH New York NY

February 2008 – April 2010

Junior Planner, *contributing research, insights and briefs for Sodexo and Peet's Coffee*

Education

Middlebury College, *Bachelor of Arts, cum laude with honors in History*

Institute of Contemporary Music Performance, *one year music study sabbatical in 2017*

Ari Garber

ari.garber@modop.com | Philadelphia, PA

SUMMARY

Experienced VP/Creative Director with a proven record of driving innovation and delivering impactful campaigns. Skilled in leading teams, fostering creativity, and exceeding client expectations. Passionate about achieving results and staying ahead in the dynamic advertising industry.

SKILLS

Graphic Design	Art Direction
Creative Direction	Visual Communication
Branding and Identity	

EXPERIENCE

VP / Creative Director, Mod Op, LLC Philadelphia, PA

Led a dynamic creative team in conceptualizing and executing innovative advertising campaigns across digital, print, and broadcast platforms for a diverse range of clients, ensuring alignment with brand objectives and strategic messaging.

Spearheaded the development of compelling brand narratives and visual identities, collaborating closely with clients to understand their unique market positioning and deliver creative solutions that resonate with target audiences and drive measurable results. Cultivated a culture of creativity and excellence within the agency, fostering collaboration, mentorship, and professional growth opportunities for team members while maintaining a keen focus on delivering exceptional client service and exceeding expectations.

Creative Guy, Stick and Move, August 2005-January 2011
Philadelphia, PA

Directed cross-functional teams in the ideation, development, and execution of integrated marketing campaigns, ensuring alignment with client objectives, brand guidelines, and industry trends to drive brand awareness and consumer engagement. Led the conceptualization and implementation of innovative creative strategies across various mediums, including digital, social media, experiential, and traditional advertising, resulting in enhanced brand perception and increased market share for clients across diverse industries. Fostered a collaborative and dynamic creative environment, mentoring team members, providing constructive feedback, and fostering a culture of continuous learning and growth to elevate creative output and exceed client expectations.

EDUCATION AND TRAINING

Bachelor of Fine Arts

Advertising Design, University of Delaware, Newark DE

CAMIELLE SEIDEL

Copywriter

CONTACT

camielle.seidel@modop.com

EDUCATION

MUHLENBERG COLLEGE

BA - Theatre & Fine Arts

2014 - 2018

FLORENCE UNIVERSITY OF THE ARTS

Semester Abroad - Art History
Criticism and Conservation

2017 - 2017

SKILLS

Voice Acting

Social Media Marketing

Paid Social Media Advertising

Copywriting

Content Strategy

Marketing Copy

Strategic Content Development

Video Editing

SUMMARY

Creative copywriter with a knack for capturing the essence of brands and developing a distinctive voice that resonates with its audience. Specializing in blending creativity with strategy to deliver messages that inspire captivating actions.

WORK EXPERIENCE

COPYWRITER - FULL-TIME

Mod Op, LLC

2021 - Present

- Work across all departments to develop content strategy
- Effectively communicate brand messaging through innovative storytelling
- Manage multiple projects while cultivating strong client relationships with attention to detail

SOCIAL MEDIA STRATEGIST

Bedside - Freelance

2021 - 2022

- Worked alongside founder to plan launch of Bedside's TikTok account
- Planned content schedule for TikTok and Reels
- Highlights include real time moments, giveaways, brand partnerships and series
- Promoted Bedside podcast placed in the top 1% of podcasts for 2022

ACTOR/WRITER

Gray Talent Group - Contract

2018 - 2022

- Content strategy: showcasing my skills to develop meaningful content while being talent
- Campaign development: conceptualizing and executing integrated marketing campaigns
- Voiceover and editing skills for talent

CARLA MOTE

Executive Vice President Managing Director
Mod Op, LLC

CONTACT

✉ carla.mote@modop.com

📍 Philadelphia, PA

SKILLS

- Client Relationship Management
- Strategic Planning
- Project Management
- Campaign Development and Execution
- Communication and Presenting
- Budgeting and Financial Management
- Data Analysis | Digital Marketing
- Integrated Marketing
- Creative Direction
- Creative Strategy

EDUCATION

Fort Lewis College

2016 - 2018

SUMMARY

Carla began her career at Goodby Silverstein as an account lead on Pac Bell, moved to our agency to oversee the Comcast account through its growth to Comcast Universal and now oversees operations, client services and new business. Plus making sure the agency chihuahua is happy. On the tourism side, Carla oversaw the account teams for PA Tourism, Visit Philly, SEPTA and the agency's work for both the Franklin Institute and the Kimmel Center.

EXPERIENCE

Managing Partner | Account Executive & Operations

Mod Op, LLC
Philadelphia, PA

May 2001 - Present

- Lead a team of account managers, creatives, and strategists in developing and executing integrated advertising campaigns for clients across various industries
- Lead business development efforts to identify and pursue new partnership opportunities
- Foster strategic partnerships with clients to understand their objectives, challenges, and market trends, ensuring the delivery of tailored solutions
- Analyze campaign performance metrics and client feedback to identify areas for improvement and optimization
- Collaborate with creative teams to develop compelling concepts and messaging that resonate with target audiences and drive engagement

Account Manager

Goodby, Silverstein & Partners
San Francisco, CA

January 1998 - May 2001

- Serve as the primary point of contact for key client accounts, building and maintaining strong relationships to ensure client satisfaction and retention
 - Lead creative strategy and direction
 - Negotiate contracts, pricing, and terms with clients to maximize profitability and drive revenue growth
 - Collaborate with cross-functional teams to deliver integrated solutions that meet client needs and objectives
-

Top Skills

Media Relations

Social Media

SEO

Chris Harihar

Executive Vice President @ Crenshaw Communications, a Mod Op Company

New York, New York, United States

Summary

I'm now the Executive Vice President at Mod Op, overseeing the PR division, following the acquisition of Crenshaw Communications, a top B2B tech PR agency based in New York City where I was a Partner.

Specializing in B2B SaaS and technology sectors, I've developed award-winning PR programs for a diverse portfolio of incumbent and emerging tech companies. My expertise spans various industries including adtech, martech, sales tech, digital media, customer experience, customer support, artificial intelligence, cybersecurity, supply chain, human resources, enterprise/IT, healthtech, and more.

Before joining Crenshaw, I held senior leadership roles at PR firms M Booth and The Morris + King Company. Leveraging my background in media research and communications theory, I've transformed early-stage companies into category leaders and elevated established brands into household names. Some of the brands I've worked with include Verizon, Yahoo, Wix, AOL, DoubleVerify, Getty Images, WeTransfer, Fractal Analytics, Telenav, IBM, Innovid, Fast Company, IDG (Foundry), and more. I've also managed B2C programs for companies like Airbnb, CafePress, and Foursquare.

If you're interested in exploring how PR can support your brand, feel free to DM or email me.

Experience

Crenshaw Communications, a Mod Op company

12 years

Executive Vice President

September 2023 - Present (7 months)

New York, United States

Partner

September 2017 - Present (6 years 7 months)

New York, NY

Director

July 2013 - September 2017 (4 years 3 months)

New York, NY

Account Supervisor

April 2012 - June 2013 (1 year 3 months)

New York, NY

M Booth

Senior Account Executive

October 2011 - March 2012 (6 months)

New York, NY

The Morris + King Company

Senior Account Executive

March 2010 - September 2011 (1 year 7 months)

Education

University of Washington

MA, Communications · (2007 - 2009)

University of Massachusetts Amherst

BA, Communications · (2003 - 2007)

Christina Castaldo

954.253.3263 | christina.castaldo@modop.com | @christinacastaldo

EXPERIENCE

MOD OP LLC

GROUP ACCOUNT DIRECTOR | E&J GALLO WINERY / SAZERAC/ KEURIG / WSFS BANK / T ROWE PRICE / ETC | AUGUST 2019-PRESENT

- Oversight and management of multiple pieces of business spanning Spirits, Retail, CPG and Banking, Media and Digital services
- Responsible for Account Management operations, development of team, and resource management
- Part of agency pitch team with new business success in the last year of Gallo Wines, T. Rowe Price, Philadelphia Inquirer.
- Led strategic and 360 creative development for multiple new product launches and brand campaigns such as: Keurig's The Original Donut Shop One Step Latte, Whitehaven Sauvignon Blanc, Apothic Wines, Prophecy Wines, Nobilo Sauvignon Blanc, WSFS Bank.

ANOMALY

ACCOUNT DIRECTOR | CARNIVAL CRUISE LINES | JUNE 2018-JULY 2019

- Managed the agency's largest full-service account, overseeing account team of 8, reporting into Agency's Managing Director/COO
- Responsible for all workstream pillars of business including strategy and communications planning, creative development and production of programmatic, owned and paid social, ATL comms, integrated agency communications, and contract scope
- Led strategy and creative development for year two of the "Choose Fun" campaign, spanning ATL comms, digital, and paid social channels. CCL was 100% above their booking projections after campaign launch

GLOBAL ACCOUNT DIRECTOR | BUDWEISER GLOBAL / NBC SPORTS / UNIVERSAL KIDS | MAY 2017 - MAY 2018

Budweiser:

- Led agency pitch to win the Global Budweiser social business, bringing back the agency responsibility after a 3-year hiatus, which resulted in an organic 70% average increase in engagements and 36% increased reach per post a month after we took over
- Partnered with Business Director to lead Budweiser Global strategic brand repositioning campaign, a fully global campaign launching in 15 markets around the world such as Nigeria, Vietnam, China and Russia in 2019 globally
- Worked with Business Director and Managing Director to develop contract scope, KPIs, and yearly objectives driving resource management for account and creative team of 20 people
- Managed Global and US AOR business, overseeing account team of 5, reporting into Global Business Director and Global Managing Director

NBC Sports:

- Led successful new business pitch, strategy and creative development, and production of the NBC Sports Winter Olympics Super Bowl Campaign, *Best of U.S.* reporting into CEO/Partner
- Managed production of 5 :60 films featuring 5 Olympic athletes, shot in 4 different countries in a three-month span
- Developed communications plan and content strategy for the launch of the *Best of U.S.* campaign which resulted in 11M digital impressions, ranked #8 on USA Today Ad Meter, and won a Sports Emmy for Outstanding Sports Promotional Announcement

NBC Kids

- Led and managed NBC Universal Kids TV cable channel brand positioning and launch strategy reporting into CSO/Partner

INTERIM ACCOUNT DIRECTOR / ACCOUNT SUPERVISOR | BUDWEISER US | JUNE 2015 - MAY 2017

- Led strategy, development and production of Budweiser 2017 Super Bowl Integrated Campaign, *Born the Hard Way*, cited as the best performing ABI campaign to date generating over 4B impressions, YouTube's most viewed ad ever with 27M views, a silver Cannes Lion and D&AD Pencil, managing in to Global CEO/Partner and Global CCO
- Piloted new Agency data mining capability for Anomaly with local market campaign, *Philly Heavy*, resulting in 3% share growth in the DMA over campaign period

MCGARRYBOWEN

ACCOUNT SUPERVISOR | MARRIOTT SPRINGHILL SUITES / FAIRFIELD INN & SUITES | JANUARY 2014 - JUNE 2015

- Oversaw strategic re-positioning and rebranding of Fairfield Inn & Suites through to campaign development, testing and launch of the *Stay Amazing* campaign across multi-media channels from OOH, broadcast, in-airport, and social which resulted in 500M total media impressions and drove increases in awareness and consideration among next gen target
- Led creative strategy for SpringHill Suites *Comfort Zones* - experiential OOH installations in airport security checkpoints in DFW, CLT, OAK, and ORD garnering 250M media impressions and winner of 2013 Gold Experiential Award and 2014 Platinum Adrian Award

ACCOUNT EXECUTIVE | REEBOK | NOVEMBER 2012 - JANUARY 2014

- Assisted with launch of new VizTech shoe ATV 19, including strategic positioning, creative concepting, to production of integrated marketing campaign including broadcast, online video, pre-roll, in-store marketing, experiential, print and digital media and won 2014 Adweek Watch Awards for Best Cinematography

THE RICHARDS GROUP BRAND MANAGEMENT/ ASST ACCOUNT EXECUTIVE | METROPCS | JUNE 2011 - NOVEMBER 2012

- Managed OOH print production process from creative concepting to posting for MetroPCS, the nation's #7 outdoor advertiser
- Partnered with Richards/Lerma (Hispanic advertising agency affiliate) with coordination of creative production, traffic, competitive reporting, adaptation, and sponsorship development for MetroPCS

EDUCATION: SOUTHERN METHODIST UNIVERSITY *Bachelor of Arts in Advertising, History minor, Cum Laude*

Top Skills

Corporate Branding

Logo Design

Wireframing

Elizabeth Baro

Senior Digital Designer / Art Director Jr.

Miami, Florida, United States

Summary

I'm an Art Director Jr. & Senior Web Designer currently working at a full-service advertising and marketing agency in Miami. I provide direction, support, and execution to iconic brands like NBC, Nickelodeon, EA Sports, Belvedere Vodka, and many more. The experience I have gained in the industry over the past 10 years has allowed me to work with different types of clients. It has allowed me to explore cinemagraph and stop motion video techniques, along with corporate design, web design and brand identity.

Experience

Mod Op

13 years 1 month

Senior Digital Designer

May 2018 - Present (5 years 11 months)

Miami/Fort Lauderdale Area

Art Director Jr

March 2011 - Present (13 years 1 month)

Panama

McCann Worldgroup

Graphic Designer

February 2009 - March 2011 (2 years 2 months)

Panama

Education

Universidad Latina de Panamá

Bachelor in Advertising and Marketing with an emphasis on Graphic

Design, Bachelor in Advertising and Marketing with an emphasis on Graphic

Design - (2006 - 2008)

Top Skills

Venture Capital
Private Equity
Entrepreneurship

Languages

French (Elementary)

Certifications

Digital Marketing Analytics

Honors-Awards

Bryant University Nelson J. Gulski
Service Award

Eric J. Bertrand

CEO - Mod Op

Miami, Florida, United States

Summary

Currently the CEO of Mod Op, an 8 office digital advertising agency with Fortune 500 and middle market clients. C-level executive and entrepreneur having operated and managed Companies, including start-ups, growth stage and publicly traded Companies.

PE/VC fund manager having invested over \$400 million in 50+ companies over the past 20 years. Investments have been in multiple industries, with expertise in Media & Entertainment, Retail, Consumer Products, Business Services and Information Technology.

Specialties: Business Strategy, Executive Management, Team Building, Operational & Financial Consulting, Digital Marketing & Strategy, Turnaround Management, Mergers & Acquisitions.

Experience

Mod Op

Chief Executive Officer

April 2017 - Present (7 years)

NYC, LA, Dallas, Miami, Portland, Kansas City, Minneapolis & Panama City,
Panama

US Vision

Chairman

February 2021 - Present (3 years 2 months)

Blackwood, NJ

US Vision, is one of the leading eyecare retailers in the United States. With 373 retail locations within JC Penney, Meijer, Boscovs and AAFES, US Vision provides eyecare services and products to over 400,000 customers per year. US Vision has value oriented fashionable products, while focusing on customer experience to its loyal clients.

Lincoln Road Advisors, LLC

Education

New York University

MBA, Finance & Entrepreneurship · (September 1999 - June 2001)

Bryant University

BS, Applied Actuarial Mathematics & Finance · (September 1990 - May 1994)

East Catholic High School

· (1986 - 1990)

JACKIE BROOKE

JACLYN.WALL@GMAIL.COM | 215-801-6978

EDUCATION

OHIO STATE UNIVERSITY 2004-2008

Bachelor of Science, Fashion & Retail Studies

SENIOR ACCOUNT MANAGER

Mod Op, LLC

- Serve as the primary relationship owner for an assigned group of top-tier client accounts with responsibility for retention and growth
- Manage project briefing and timelines from ideation through execution including social media content, in-store POS needs, media plans, production, and website & CRM.
- Develop and manage yearly or project-based client scope of work and budget
- Work cross-functionally on strategy and creative concepting with key internal and client partners to ensure brand guidelines and tone of voice are communicated and executed across all creative assets

CREATIVE ACCOUNT MANAGER

Neff January 2021 - November 2021

- Direct liaison to all creative clients, agencies, internal creative team and company President
- Execution of all integrated marketing new business proposals and RFPs
- Project manager for all members of the creative team to ensure on-time, scope, and budget of all tasks
- Creation and execution of all client agendas, recaps, and meetings to ensure streamlined communication, strategy and deliverables, and daily communication as needed

ADIDAS FIELD MARKETING MANAGER

Archival (January 2017-April 2020)

- Managed adidas field marketing program for both East and West coasts and was lead Account Manager for Foot Inc.
- Built and executed the adidas business plan and field strategy in collaboration with key corporate partners
- Drove brand desire, visual excellence and sell-through with consumers and wholesale accounts: Macy's, Foot Inc., and Dick's Sporting Goods
- Gathered relevant insights to deliver actionable recommendations to help inform program direction and business needs
- Increased brand growth in stores serviced by team
- Achieved double digit conversion rates during retail activations
- Developed and managed regional calendars for product launches, campaigns and special events

RETAIL MARKETING MANAGER

TOMS (May 2010-January 2027)

MERCHANDISE ASSISTANT

URBN (June 2009-May 2010)

SKILLS

- Microsoft 365 and GSuite
- Netsuite, Open Air, Function Fox and Shopify
- Basecamp and Asana Project Management tools

Jackson Red

jackson.red@modop.com | Chicago, IL 60290

SUMMARY

Versatile Copywriter with background creating wide-ranging styles and types of content. Intelligent professional with expertise in translating project goals to produce on-target work. Highly adaptable when ascertaining, comprehending and following project requirements as well as various style guidelines.

SKILLS

- Copywriting, editing, and review
- Marketing Communications
- Brand Messaging
- Advertising
- Creative Strategy

EXPERIENCE

Copywriter, Mod Op, LLC, January 2021-Current
Philadelphia, PA

- Crafted compelling and persuasive copy for diverse advertising campaigns across various media platforms, including print, digital, and broadcast, to effectively communicate brand messages and engage target audiences.
- Collaborated closely with creative teams to conceptualize and develop innovative advertising concepts, ensuring alignment with client objectives, brand voice, and industry trends.
- Implemented strategic messaging strategies and conducted thorough research to understand market demographics, consumer behaviors, and competitive landscapes, resulting in impactful and resonant advertising campaigns that drove client satisfaction and achieved campaign objectives.

KAITLIN GENTILE

Philadelphia, PA | kaitlin.gentile@modop.com

SUMMARY

Kaitlin is currently a community manager at Mod Op and has since grown into a social media strategist role, spearheading strategy across all organic and paid social platforms. Since entering the ad world, she has worked across a variety of national and regional brands, partnering with countless influencers in the process- some of which include local tourism influencer creators.

EDUCATION

2015 - 2019

Bachelor's Degree - Communication Studies

EXPERIENCE

- | | | | |
|-----------------------|--|--|--|
| JAN 2024 -
PRESENT | Mod Op, LLC • Philadelphia,
Media Analyst | <ul style="list-style-type: none">• Lead the development and execution of comprehensive social media strategies to meet client objectives and KPIs.• Conduct in-depth audience research and social media audits to identify opportunities and inform strategy development.• Collaborate with clients to understand their brand identity, target audience, and business goals, translating insights into actionable social media plans. | |
| | SEPT 2021 -
FEB 2024 | Mod Op, LLC • Philadelphia, PA
Social Media Specialist | <ul style="list-style-type: none">• Conducted social media listening and sentiment analysis to gain insights into audience preferences and behaviors.• Engaged with followers and managed community interactions to foster brand loyalty and advocacy.• Assisted in the development and execution of social media campaigns, including content creation, scheduling, and monitoring. |
| | MAY 2018 - DEC
2018 | ChatterBlast Media • Philadelphia, PA
Account Management Intern | <ul style="list-style-type: none">• Organized budget reports, client invoices, and social media reports• Worked on providing account team with strategic research for campaigns and social accounts• Researched influencer partnerships and brand ambassador programs |

SKILLS

Analytics and Digital Reporting	Audience Research and Analysis	Social Media Strategy Development
SEO - Search Engine Optimization	Project Management	Multilevel Marketing Campaigns
Social Media Strategy Development	Trend Analysis	

KELLY GOLDENBERG

kelly.goldenberg@modop.com

Mod Op, LLC

EXECUTIVE VICE PRESIDENT STRATEGY | MEDIA

Kelly has spent the last 25+ years helping build and differentiate brands through traditional, digital, emerging, and highly unconventional media strategies. While her experience is rooted in media, her diverse professional experience has provided her with a solid marketing background and the opportunity to blend creative and analytical thinking to devise smart, effective marketing programs.

KEY COMPETENCIES

360 Media Planning and Buying (Development & Execution), Project Management, Media Objectives & Strategies Development, Budget Allocation, Target Audience & Market Analysis, Communication Goal Development, Contract Negotiation, Competitive Analysis, Digital Dashboard Analysis, Media Attribution Modeling & Optimization, Media/Business Investment Assessment, Sponsorship Package Evaluation & Negotiation, Unconventional Hyper-Local Planning, Promotion Development & Execution, Barter Management and Media/Marketing Consulting

PROFESSIONAL EXPERIENCE

Mod Op, LLC

September 2011 - Present

Media Director Planning and Buying - Executive Vice President

- Key Clients Experience: Nasoya, Nature's Bakery (Mars), Keurig Dr. Pepper, Stanley Black & Decker (Dewalt, Craftsman, Black & Decker, Stanley), Dietz & Watson, Planet Fitness, T.Rowe Price, Morning Star Farms (Kelloggs), Bimbo, California Association of Realtors, Swarovski, PA Tourism, William Grant & Sons
- Lead the negotiation and procurement of media placements, ensuring cost-effective solutions that deliver optimal reach and frequency
- Provide strategic leadership and direction for the media planning and buying department, overseeing a team of media planners, buyers, and strategists
- Analyze market trends, consumer insights, and campaign performance data to inform media strategy and optimize campaign effectiveness
- Foster strong relationships with media vendors, negotiating favorable terms and partnerships to enhance client campaigns

Brandlift LLC - Full Time

June 2009 - Present

Strategy | Media Director - Executive Vice President and Partner

- Key Clients Experience: Tyson, Original Philly, Steak-EZE, FS Investments, The Yass Prize
- Instrumental in all business planning, client initiatives, new business opportunities, and day-to-day operations
- Serves emerging growth companies as a media consultant
- Drive business development efforts, identifying new opportunities and pitching media strategy solutions to prospective clients
- Provide strategic counsel and guidance to clients, presenting media recommendations and insights to support their business goals.

EDUCATION

Franklin & Marshall College

BA Sociology, Government
1991 - 1995

Advanced Studies in England

Culture, Politics
1994 - 1994
University College, Oxford, England

OLYMPIA M. LYMBERIS

Account Coordinator

Phone • olympia.lymberis@modop.com • Philadelphia, PA • Location

Experience

Mod Op	Location
Account Coordinator - Gallo Black Box	03/2024 - Present
- Assists Account Manager in compiling status reports, data for special projects, client requests, competitive research. - Coordinates with production and creative team for in-house production content shoots.	
The Metropolitan Group	Philadelphia
Social Media Marketing Manager Intern	04/2023 - 08/2023
- Created editorial calendar posted daily content, cross promoting with other brands while increasing engagement rates by 5,000% on Instagram - Created a marketing plan increasing engagement on social media negotiating with subcontractors - Created an established online presence through video advertisements cross collaborating with tenants and local businesses	
SmileBuilderz	Lancaster
Digital Advertising Intern	05/2021 - 09/2021
- Promoted dental products on all social media platforms - Started with advertising current dental care products increasing sale volume within 3 months by 300% - Redesigned the company's website to reflect current trends - Researched other dental offices and healthcare industries and produced an aim to design our website to match the current trends within the healthcare industry	
Little Chef Restaurant	Coatesville
Social Media Marketing Full Time	05/2018 - 08/2020
- Provided analytical progress reports from all social media accounts - achieved this with gaining knowledge from our consumers to further create content that suits them - Planned out a framework for advertising needs - Created Facebook ads for company tracking via Meta, including graphics - SKILLS Microsoft Word, Excel, PowerPoint, Google Analytics, Adobe InDesign, SEO, Salesforce, Instagram, TikTok PROJECTS	
Little Chef Restaurant	Coatesville
General Manager - Marketing Manager	06/2016 - 08/2021
- Developed a marketing plan to attract tourists and current clients while tracking customer traffic via Google Analytics - In charge of overseeing all employees demonstrating strong leadership skills - placing vendor orders/bookkeeping ensured all products are ordered, supplying the orders weekly while training new employees and recruiting	

Education

Temple University Klein College of Media and Communication	Date period
Bachelor of Arts in Advertising	

Languages

Greek Intermediate ●●

Skills

Adobe InDesign • Bookkeeping • Brand Strategy • EXCEL • Facebook Ads • Google Analytics • indesign • Market Research • Microsoft Word • powerpoint • SalesForce • SEO • social media marketing

Summary

What's the one thing that makes you the best candidate for this job?

Courses & Certificates

Course Title

Patrice Gamble

Contact

patriceagamble@gmail.com

PR Director

New York City Metropolitan Area

Top Skills

Announcements

Rapid Response

Media Strategy

Certifications

Magnet Manager

Summary

Patrice is a highly effective public relations leader with a passion for crafting compelling brand narratives and highly curated small and large-scale events that support her clients' overarching business goals. She has successfully overseen the development and implementation of a wide array of strategic media relations campaigns for emerging and established brands including corporate reveals, product launches, venture capital funding, mergers & acquisitions, and more. A thoughtful strategist and writer extraordinaire, Patrice has also expertly managed thought leadership programs for executive-level leaders to successfully position them as innovators in their respective fields.

Throughout her career, Patrice has been a supportive and results driven leader, encouraging her teams to strive for personal and professional excellence. As such, her teams have secured hundreds of media hits for clients over the years including top tier placements and inclusions in leading business, technology and advertising trade publications such as The Wall Street Journal, Business Insider, Fortune, TechCrunch, Forbes Digiday, AdAge, VentureBeat, and more. She holds a Bachelor of Science (B.S.) in Marketing from William Paterson University and a Masters of Science (M.S.) in Corporate Communications and Public Relations from New York University.

Industries of Expertise: Consumer & B2B
Technology, Advertising, Media & Marketing.

Crenshaw Communications, a Mod Op company
Public Relations, Director
January 2023 - Present (1 year 3 months)
New York City Metropolitan Area

Experience

Conceptualize and deliver on creative, data-driven communication programs for clients across the B2B and adtech landscape including: Agora, Cooler Screens, Crunchbase, Digital Remedy, The National Cybersecurity Alliance and Mod Op.

Manage 4 direct reports through regular one-on-one coaching focused on performance, overcoming challenges, and identifying and applying individual strengths to facilitate career growth.

Kite Hill PR

Senior Account Manager

August 2021 - January 2023 (1 year 6 months)

New York, New York, United States

Clients: Merkle, Origin, Goodway Group, Verisk Analytics, PROTEUS, Cognitiv AI, Anker/AnkerWork, Anuvu

Tandem Marketing Communications

Senior Account Executive

March 2021 - July 2021 (5 months)

New York City Metropolitan Area

- Manage PR initiatives across 7-9 client accounts, including company and product launches, thought leadership campaigns, virtual demo's/events, and tradeshow's/media events to drive brand awareness and engagement
- Lead client relationships and provide strategic direction on PR, marketing and media relations programs
- Train, support, and manage junior staff to help them develop the skills they need to grow and be successful in their role
- Oversee the creation of press materials including press releases/spec sheets, talking points, Q&As, bylines, messaging and pitches
- Develop staffing plans to prioritize and support workflow processes for team
- Assist in setting client budgets, and strategically plan account teams as new clients are onboarded

Eightfive PR

Senior Account Executive

June 2018 - January 2021 (2 years 8 months)

Greater New York City Area

- Maintain a high-level understanding of client industries, company culture, products/services.
- Conduct client meetings and contribute to new business meetings/pitches
- Facilitate interviews, make press intro's, and develop and maintain relationships with editors, reporters, and influencers.
- Supervise account staff, identify priorities, assign tasks/projects and provide constructive feedback
- Develop and implement strategic brand communication plans. • Draft, edit and distribute press materials i.e. releases, award submissions, bylines, one sheets, speaking abstracts etc.
- Pitch and secure media placements that expand brand awareness and drive new business to clients.
- Ensure clients' business objectives are top-of-mind and that deadlines are met and projects are executed to their standard.
- Effectively manage agency and client resources i.e. people, time etc.

Education

New York University

Master's Degree, Public Relations and Corporate
Communications · (2016 - 2018)

William Paterson University of New Jersey

Bachelor's Degree, Marketing · (2013 - 2016)

Howard University

Bachelor's Degree, Marketing · (2012 - 2013)

RACHEL TIMMERMAN

Senior Copywriter

Mod Op, LLC | Philadelphia, PA | racheltimmerman@modop.com

SUMMARY

Rachel started out at Crispin Porter + Bogusky where she managed both national and local media buys on major brands like Burger King, Molson Beer and MINI Cooper. Rachel uses words to humanize brands, including PA Tourism, Visit Philly, The Franklin Institute, The North Carolina Dept of Cultural Resources and Telluride Tourism.

WORK EXPERIENCE

Mod Op, LLC

Senior Copywriter | June 2017 - Present

- Work with the social media department to develop ongoing creative campaigns, social media brand identities, and copy for social media accounts
- Adapt writing style and tone to suit different platforms and target demographics, ensuring consistency across all marketing channels
- Developed content for travel guides, blog posts, and promotional materials highlighting tourist attractions, activities, and experiences.

Mod Op, LLC

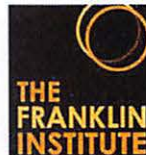
Creative Media Strategist | March 2006 - June 2012

- Pioneered Mod Op, LLC Media Department as the agency's first in-house media planner and strategist.
- Worked with the agency team and clients to develop creative distribution strategies and cross-platform media campaigns for PA Tourism, Philadelphia Tourism, SEPTA Limited Too, and Melting Pot.

RELEVANT PROJECTS



NC DEPARTMENT
OF NATURAL AND
CULTURAL RESOURCE



EDUCATION

1997 - 2001 | North Carolina State University

BA - Mass Communications | Media Studies

SKILLS

- Optimization Strategies
- Strategic Thinking
- Cross-Channel Marketing
- Storytelling
- Outdoor Advertising
- Media Planning
- Influencer Marketing

Contact

www.linkedin.com/in/ray-singer-82a93210 (LinkedIn)

Top Skills

Graphic Design
Web Design
User Experience

Languages

Japanese (Limited Working)
English (Native or Bilingual)

Honors-Awards

Addy Award (Mobile Web Design)

Ray Singer

Executive Vice President of Technology, Managing Director at Mod Op LLC
Miami-Fort Lauderdale Area

Summary

Experienced advertising executive with a demonstrated history of working in the marketing and technology industry. Skilled in UX, Web Design, Rapid Prototyping and Site Architecture. Strong information technology professional with experience managing large mixed-discipline teams in the areas of design, user experience, development, QA, authoring and content creation. Presently providing oversight of council for AI / ML Applications & Standards.

Experience

Mod Op

8 years 3 months

Executive Vice President of Technology, Managing Director
March 2020 - Present (4 years 1 month)
Miami/Fort Lauderdale Area

Oversee a cross-disciplinary global business unit of 44 team members, across the categories of design, user experience, development, technical project management and quality assurance. Oversight of council for AI / ML Applications & Standards.

Director of UX/UI

January 2018 - March 2020 (2 years 3 months)

Managed the user experience and design process across all technology projects. Ensures process standards, determined technology choices, and managed quality of all UX/UI work.

Creative Director - Digital

January 2016 - December 2017 (2 years)
Miami/Fort Lauderdale Area

Eyeball Digital

Head of Technology
December 2014 - December 2015 (1 year 1 month)

Worldmedia Interactive

Creative Director

January 2005 - December 2014 (10 years)

- Grew creative team from three designers to a staff of 12 creatives and programmers.
- Led a diverse interactive department of senior art directors, art directors, digital designers, animators, copywriters, developers and production artists to guarantee the overall quality of work and ensure projects were delivered on time and within budget.
- Developed proposals and project estimates.
- Conducted and won major new business pitches.
- Presented creative concepts to clients.
- Handled all creative department accounting and invoicing.
- Created initial design concepts for websites, microsites, landing pages, display ads, emails and 3D renderings.
- Prepared and presented monthly billing and productivity reports.
- Oversaw the successful launch of numerous websites for clients in the tourism vertical including NCL, Regent Seven Seas Cruises, Enterprise, Alamo, Starwood, Aston Hotels & Resorts, Aqua and Aloha Airlines.
- 2013 Addy Award - Norwegian Getaway microsite

Clients: Aeromexico, Air Canada, Aloha Airlines, Alamo/National, Alienware, Aston Hotels & Resorts, Avis, Cayman Airways, Charles Schwab, ClubMed, Club Premier, Dr. Brandt Skin Care, Enterprise, Karisma Hotels, LATAM Airlines Group, Melia Hotels, MIAMI-Institute, Norwegian Cruise Lines, Occidental Hotels, Our Lucaya, Regent Seven Seas Cruises, Starwood Hotels & Resorts, Ubid, WebMD

Cooper DDB (DDB Worldwide)

Creative Director, Interactive

January 2001 - December 2004 (4 years)

Coral Gables

- Led all CooperDDB interactive projects.

Clients: Carnival Cruise Lines, Miami Heat, Early Childhood Initiative Foundation, Florida Lottery, Teach More Love More

Courtney & Watson

Creative Director, Interactive

June 1999 - December 2000 (1 year 7 months)

- Executed UI & UX for Rampage Interactive division clients.
- Developed all front-end website code and animation.

Clients: Mercadolibre, French Luggage, Quickbrowse, United Way, Joe Driver

Online Gaming Systems Inc

Lead Digital Designer

August 1997 - May 1999 (1 year 10 months)

Boca Raton, Florida

- Created the UI and managed design standards for all game development projects.
- Developed a Lingo-based game platform.

Education

The Maryland Institute College of Art

Master of Fine Arts, Digital Art · (1995 - 1997)

Florida International University

Post Graduate study, Asian Studies - Japanese · (2003 - 2005)

Florida International University

Bachelor of Fine Arts, Fine Art · (1990 - 1993)

EXPERIENCE

Account Manager

Mod Op, LLC

Philadelphia, PA

Feb 2021 - Present

- Account Organization and Management
- Scheduling internal reviews and external client presentations
- Project Management and support
- Brief, organize and provide information to internal teams
- Support creative team by managing status of projects
- Support account team in campaign production, keeping track of deliverables, and proofing all deliverables and outgoing creative
- Responsible for finance and billing

Marketing and Operations Manager (Owner)

The Art Shop and H. Smith Shop

Philadelphia, PA

May 2015 - July 2020

- Directed all aspects of both businesses including budgeting, marketing, operations, recruiting, and training.
- Forecast future sales and performance trends, increasing revenue from 50% - 100% year over year.
- Developed systems for salon management and retention programs for over 3000 customers.
- Developed and implemented the overall marketing strategy increasing brand knowledge and a customer base of over 7,000 clients.
- Managed both internal and external creative teams to develop effective print and digital marketing materials.
- Increased revenue yearly by creating one of a kind experience, ensuring quality service, and producing events that increased customer traffic and brand awareness. • Developed multiple community and strategic partnerships to produce events such as food/clothing drives, product launches, album release events, art exhibitions, and other pop up events.

Product Marketing Manager

Advertising Specialty Institute

Philadelphia, PA

June 2013 - May 2015

- Developed the marketing strategies for multiple eCommerce products through multiple channels including email, direct mail, web, and social media.
- Responsible for the creation and management of email marketing including audience segmentation and email automated programs.
- Prepared and managed digital marketing budgets, including digital advertising across digital platforms such as Google and Facebook.
- Collaborated with copywriters and the creative team to create and produce print and digital materials that increased product knowledge.
- Supported the sales team by developing lead generation campaigns.
- Worked with the data analytics team to track, forecast, and analyze data to provide management with thorough reports and results.

Marketing Assistant

Elsevier Health

Philadelphia, PA

June 2011 - May 2013

- Developed and implemented multi-channel marketing communication strategies for multiple portfolios.
- Effectively managed the planning, forecasting, and monitoring of publication budgets. • Worked with both internal and external teams to identify key messages for multiple publications.
- Managed relationships with key stakeholders within the business to meet publication timelines.
- Served as a liaison between the editorial and marketing departments. • Worked with external partners to develop digital collateral including video trailers, testimonials, and interviews for over 30 publications.

Operations Manager / Production Assistant

BIGSMACK TV

Philadelphia, PA

June 2010 - May 2011

- Supported the company's operations by maintaining office systems.
- Served as a liaison between internal teams to assist in the production of deliverables. • Prepared monthly and quarterly reports to ensure operational objectives were met. • Coordinated travel, including flights and hotels, for multiple producers and designers. • Developed operational reports and schedules to ensure efficiency.
- Identified opportunities for process and office management opportunities.

Account Manager

Graffiti Public Relations

San Francisco/Los Angeles, CA

May 2007 - December 2010

- Managed the day to day of client accounts, including all requests and issues. • Supervised various marketing campaigns for multiple client accounts including retail businesses, products launches and events.
- Assisted in the development and management of both marketing and public relations strategies for multiple accounts.
- Served as a liaison between numerous client accounts and creative teams. • Managed the creation of both print and digital marketing collateral.
- Created monthly and quarterly presentations.

EDUCATION

Masters Degree in Business Administration

University of Phoenix, Culver City, CA

December 2010

Marketing Study Abroad Program

London Metropolitan University, London, England

January 2007

Bachelor's Degree in Speech Communication

Millersville University, Millersville, PA.

May 2007

Steve O'Connell

steve.oconnell@modop.com | Philadelphia, PA

SUMMARY

Steve was named one of the top ten most awarded Creative Directors at Crispin Porter + Bogusky, working on accounts such as MINI Cooper, IKEA and KFC. Now he guides Mod Op's creative product, setting the bar at an unconscionably high level, while also voraciously consuming the Marvel Universe. During his tenure here, Steve has worked to make great creative for Pennsylvania Tourism, Visit Philly, the Franklin Institute and the Spy Museum in Washington, DC.

SKILLS

- Gumption
- Hustle
- Making things better
- Keeping things together
- Advertising
- Brand Architecture
- Brand Development
- Branding & Identity
- Concept Development
- Content Strategy

EXPERIENCE

Partner / Co-Chief Creative Officer, Mod Op, LLC, November 2010-Current
Philadelphia, PA

- Leads creative vision and direction for the agency
- Conceptualizes and executes strategic campaigns that drive results
- Develops impactful advertising campaigns across various industries
- Strengthens brand identities and equity through creative executions
- Builds strong client relationships based on trust and collaboration

Co-Founder / Creative Guy, STICK and MOVE, April 2005-November 2010
Philadelphia, PA

- Co-Founder of STICK and MOVE agency
- Established and developed the agency's creative vision and direction
- Led the conceptualization and execution of innovative advertising campaigns
- Played a pivotal role in client relationship management and business development

Writer / ACD, Crispin Porter & Bogusky, January 1999-January 2005

- Generated creative concepts and content for advertising campaigns
- Contributed to the development of strategic advertising strategies
- Collaborated with cross-functional teams to execute campaigns effectively
- Ensured creative executions aligned with clients' brand messages and objectives

EDUCATION AND TRAINING

Bachelor of Arts

Communication And Media Studies, Penn State University, State College, PA 1997

Steve Red

Philadelphia, PA
steve.red@modop.com

Summary

Steve is a true creative. An art director by trade who writes with a passion and thinks like a planner. He's intimately involved in both setting the strategic and creative tone with our clients and in defining the culture and point-of-view inside the agency. Steve was intimately involved with the Pennsylvania Tourism and Economic Development brand during the agency's tenure as AOR and has led our agency in the tourism marketing sector for over 25 years, including in the agency's long relationship with Visit Philly and SEPTA.

Skills

- Digital Marketing
- Interactive Marketing
- Digital Strategy
- Integrated Marketing
- Advertising
- Creative Strategy
- Creative Direction

Experience

Mod Op, LLC

President & Co-Chief Creative Officer

Philadelphia, PA

- Spearheaded the establishment of the agency, leveraging a visionary approach to creative advertising and strategic brand development.
- Orchestrates the creative direction of the agency, driving innovative campaigns and fostering a culture of excellence in storytelling across various media platforms.
- Leads a multidisciplinary team of creatives, strategists, and designers to conceptualize and execute breakthrough campaigns that resonate with target audiences, resulting in measurable impact and client satisfaction.

Education and Training

Ohio Wesleyan University

Delaware, OH

TODD TAYLOR

Philadelphia, PA
todd.taylor@modop.com

SUMMARY

Todd is the most senior Creative Director, managing all creative teams and ensuring the work is on point and category defining at Mod Op. He and his teams produce unforgettable work for the likes of the Philadelphia Inquirer, Dietz & Watson, Sheetz and all of William Grant & Sons portfolio spirits brands. On the tourism and economic development side, Todd has led creative teams for PA Tourism, SEPTA and Visit Philly.

SKILLS

- Team Management
- Strategic Thinking
- Art Direction
- Content Strategy
- Design

EXPERIENCE

MOD OP, LLC
Philadelphia, PA

Executive Creative Director

- Provided visionary leadership and strategic direction to the creative department, guiding the development of innovative and impactful advertising campaigns that consistently exceeded client expectations.
- Fostered a culture of creativity and excellence within the agency, nurturing talent and inspiring teams to push boundaries and deliver cutting-edge solutions across various media channels.
- Collaborated closely with clients to understand their objectives and challenges, translating insights into compelling creative concepts and executions that effectively communicated brand messages and resonated with target audiences.

BROWNSTEIN GROUP
Philadelphia, PA

Art Director

- Conceptualized and executed visually compelling creative solutions across various mediums, including print, digital, and experiential, that effectively communicated client brand messages and engaged target audiences.
- Collaborated closely with copywriters, designers, and account teams to develop integrated advertising campaigns from concept to completion, ensuring brand consistency and alignment with client objectives.
- Demonstrated proficiency in Adobe Creative Suite and other relevant design software, combined with a keen eye for detail and a passion for innovative design trends, to deliver high-quality, impactful visual content that surpassed client expectations.

THOMAS ADVERTISING

Art Director

- Developed visually engaging creative concepts across print, digital, and experiential mediums, effectively conveying client brand messages.
- Worked collaboratively with cross-functional teams to execute integrated advertising campaigns, ensuring brand consistency and alignment with client goals.
- Proficient in Adobe Creative Suite and design trends, delivering high-quality visual content that exceeds client expectations.

EDUCATION AND TRAINING

BACHELOR OF FINE ARTS

Kutztown University of Pennsylvania, Kutztown, PA

Tyler Walsh

Philadelphia, PA
tyler.walsh@modop.com

Summary

Creative Social Media Manager with proven record of success in building brand awareness, increasing followers and partnering with top influencers through cohesive digital strategy. Develops vision and achieves objectives through execution of integrated plans.

Skills

- Copywriting
- Marketing Analytics
- Activations
- Emerging Trends
- Creative Writing
- Social Media
- Teamwork
- Leadership

Experience

- | | | |
|-------------------------------------|---|------------------|
| July 2023
to
Current | Mod Op, LLC
Social Media Strategist | Philadelphia, PA |
| | <ul style="list-style-type: none">• Developed and executed tailored social media strategies aligned with client objectives, leveraging market research and analytics to optimize content performance and drive engagement.• Implemented innovative tactics to increase brand visibility and cultivate online communities across various platforms, resulting in measurable growth in audience reach and brand affinity.• Collaborated with internal teams to integrate social media initiatives seamlessly into broader marketing campaigns, ensuring cohesive brand messaging and maximizing campaign effectiveness. | |
| February 2021
to
July 2023 | Mod Op, LLC
Community Manager | Philadelphia, PA |
| | <ul style="list-style-type: none">• Developed and executed effective social media strategies to boost community engagement and brand visibility, resulting in notable growth in follower numbers and online interactions.• Managed brand presence across diverse social media platforms, promptly addressing inquiries and comments to uphold a positive brand image and deliver excellent customer satisfaction.• Worked closely with internal teams to align social media initiatives with overarching brand goals, ensuring consistent messaging and brand identity across all channels. | |
| January 2018
to
December 2020 | Live Nation Entertainment Inc.
Sales & Social Media Coordinator | Scranton, PA |
| | <ul style="list-style-type: none">• Responsible for the strategy, creation, and reporting of social media content across multiple platforms such as• Twitter, Facebook, Instagram, and LinkedIn• Assisted with sales performance tracking using Salesforce• Trained interns on social media research, reporting, and content creation• Organized and oversaw private events and on-site activations in various stadium concert venues across Pennsylvania | |

Education and Training

- | | | |
|------|--------------------------------------|------------------|
| 2017 | Temple University | Philadelphia, PA |
| | Bachelor of Arts: Advertising | |



URI WEINGARTEN

uri.weingarten@modop.com | Philadelphia, PA

Summary

Uri co-founded one of Europe's first Mobile agencies in 2001 in London, working with Vodafone, T-Mobile, AT&T, and media companies Warner & Sony. At Mod Op, Uri heads up Digital Strategy and Analytics. During his tenure at Mod Op, Uri has overseen digital strategy for the agency's work with PA Tourism and Visit Philly.

Skills

- Digital Marketing
- Digital Strategy
- Analytics
- Organizational Development
- Corporate Communications
- Cross-functional team leadership

Experience

Mod Op, LLC | Philadelphia, PA
VP Digital Strategy
01/2011 - Current

- Spearheaded the development and execution of innovative digital strategies to enhance brand visibility and engagement, driving substantial increases in online presence and customer interaction.
- Led a multidisciplinary team in the conceptualization and implementation of integrated digital marketing campaigns, leveraging data analytics and market insights to optimize performance and achieve client objectives.
- Directed the assessment and adoption of emerging digital technologies and platforms, ensuring the agency remained at the forefront of industry trends and positioned clients for sustained digital growth and competitiveness.



VENDOR REFERENCE VERIFICATION FORM

GEN2127506P1 Advertising Agency Services				
Reference For (hereinafter, "Vendor"):	Mod Op			
Reference Date:	3/8/24			
Organization/Firm Providing Reference:	Baha Mar			
Contact Name:	Josh Herman			
Contract Title:	SVP of Marketing			
Contact Email:	josh.herman@bahamar.com			
Contact Phone:	242-820-5048 mobile			
Name of Referenced Project:	AOR Retainer			
Contract Number:	n/a			
Date Range of Services Provide:	Start Date: 06/01/17	End Date: n/a		
Project Amount:	Monthly Retainer			
Vendor's Role in Project:	☒ Prime	☐ Subconsultant/Subcontractor		
Would you use this Vendor again?	☒ Yes	☐ 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)				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	☐	☐	☒	☐
Accuracy:	☐	☐	☒	☐
Deliverables:	☐	☐	☒	☐
Vendor's Organization:				
Staff Expertise:	☐	☐	☒	☐
Professionalism:	☐	☐	☒	☐
Turnover:	☐	☐	☒	☐
Timeliness of:				
Project:	☐	☐	☒	☐
Deliverables:	☐	☐	☒	☐
Project completed within budget:	☐	☐	☒	☐
Cooperation with:				
Your Firm:	☐	☐	☒	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☒	☐
Regulatory Agency(ies):	☐	☐	☒	☐
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.				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via:	☐ Email	Verified by:	Division:	
	☐ Verbal		Date:	



VENDOR REFERENCE VERIFICATION FORM

GEN2127506P1 Advertising Agency Services				
Reference For (hereinafter, "Vendor"):	Mod Op			
Reference Date:	3/8/24			
Organization/Firm Providing Reference:	Baha Mar			
Contact Name:	Josh Herman			
Contract Title:	SVP of Marketing			
Contact Email:	josh.herman@bahamar.com			
Contact Phone:	242-820-5048 mobile			
Name of Referenced Project:	AOR Retainer			
Contract Number:	n/a			
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Project Amount:	Monthly Retainer			
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Deliverables:	☐	☐	☒	☐
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Turnover:	☐	☐	☒	☐
Timeliness of:				
Project:	☐	☐	☒	☐
Deliverables:	☐	☐	☒	☐
Project completed within budget:	☐	☐	☒	☐
Cooperation with:				
Your Firm:	☐	☐	☒	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☒	☐
Regulatory Agency(ies):	☐	☐	☒	☐
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Verified via:	☐ Email		Division:	
	☐ Verbal	Verified by:	Date:	



VENDOR REFERENCE VERIFICATION FORM

GEN2127506P1 Advertising Agency Services				
Reference For (hereinafter, "Vendor"):	Mod Op			
Reference Date:	3/8/24			
Organization/Firm Providing Reference:	Baha Mar			
Contact Name:	Josh Herman			
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Contact Email:	josh.herman@bahamar.com			
Contact Phone:	242-820-5048 mobile			
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Contract Number:	n/a			
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Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
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Accuracy:	☐	☐	☒	☐
Deliverables:	☐	☐	☒	☐
Vendor's Organization:				
Staff Expertise:	☐	☐	☒	☐
Professionalism:	☐	☐	☒	☐
Turnover:	☐	☐	☒	☐
Timeliness of:				
Project:	☐	☐	☒	☐
Deliverables:	☐	☐	☒	☐
Project completed within budget:	☐	☐	☒	☐
Cooperation with:				
Your Firm:	☐	☐	☒	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☒	☐
Regulatory Agency(ies):	☐	☐	☒	☐
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THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via:	☐ Email	Verified by:	Division:	
	☐ Verbal		Date:	



VENDOR REFERENCE VERIFICATION FORM

GEN2127506P1 Advertising Agency Services				
Reference For (hereinafter, "Vendor"):	Mod Op			
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Would you use this Vendor again?	☒ Yes		☐ No	
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
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Professionalism:	☐	☐	☒	☐
Turnover:	☐	☐	☒	☐
Timeliness of:				
Project:	☐	☐	☒	☐
Deliverables:	☐	☐	☒	☐
Project completed within budget:	☐	☐	☒	☐
Cooperation with:				
Your Firm:	☐	☐	☒	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☒	☐
Regulatory Agency(ies):	☐	☐	☒	☐
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.				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via:	☐ Email	Verified by:	Division:	
	☐ Verbal		Date:	



LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

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

Solicitation No.: Bid #GEN2127506P1

Project Title: Advertising Agency Services

Bidder/Offeror Name: Mod Op, LLC

Address: 444 Brickell Ave, ste 900 City: Miami State: FL Zip: 33131

Authorized Representative: Eric J. Bertrand Phone: 305-344-4443

CBE Firm/Supplier Name: The Brand Advocates, Inc.

Address: 110 East Broward Blvd, Suite 1700 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Tasha Cunningham Phone: 305-335-8466

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Advertising Agency Services	541810		15.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: Managing Partner Date: 03/06/2024

Bidder/Offeror Authorized Representative

Signature: _____ Title: CEO Date: 03/06/2024

¹ Visit [Census.gov](https://www.census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
2K Games	Ongoing Project
407 ETR Concession Company	Ongoing Project
A Million Ads (AMA)	Retainer
A&E Networks, LLC	Ongoing Project
Acceleration	Retainer
Adams Land & Cattle	Ongoing Project
Adlook USA Incorporated	Retainer
Agora	Retainer
Alectra Utilities	Ongoing Project
Alterna Equity Partners Management LLC	Ongoing Project
Alterra Mountain Co	AOR
Amazon Web Services	Ongoing Project
AMC Network	Ongoing Project
American Family Insurance	Ongoing Project
American Institute of Physics (AIP)	Ongoing Project
American-Scandinavian Foundation	Ongoing Project
Ameriprise Financial Services	Ongoing Project
Anastasi Development Company, L.L.C.	Ongoing Project
Anderson Merchandisers	Ongoing Project
Anritsu Americas	Retainer
APW Brands, LLC	Ongoing Project
AR Homes	Retainer
ASF	Ongoing Project
Assembly	Retainer
Asurint	Ongoing Project
Au Energy - Loop Convenience Stores	Retainer
AVID	Ongoing Project
Bag Balm	Ongoing Project
Baha Mar	AOR
Batesville Casket Company	Ongoing Project
Bayside Realty Partners	Ongoing Project
Belvedere Vodka	AOR
Bimbo Bakeries USA	Ongoing Project



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
Boyne Resorts	AOR
Britax	Ongoing Project
Bulk Environmental & Industrial	Ongoing Project
Bunim Murray Productions	Project
CAAT Pension Plan	Ongoing Project
Calgary Stampede	AOR
California Association of Realtors	Ongoing Project
Cambria	Ongoing Project
Cardiac Education Group	Ongoing Project
Carsey Werner	Ongoing Project
CBS Sports	Ongoing Project
Ceragem	Retainer
Champions University	Retainer
Champschool	Ongoing Project
Charles & Alice	Ongoing Project
Chase Travel	Ongoing Project
CIET	Ongoing Project
Citizen Relations	Ongoing Project
Civic Nation	Ongoing Project
CleanBoss	Incremental Projects
ClubWorks LLC	Retainer
Collaborative Technology Solutions	Ongoing Project
Common Cider - Honcho	Retainer
Complete Gym Solutions, LLC	Ongoing Project
Cooler Screens, Inc	Retainer
Copyleaks	Retainer
Cosidla, Inc.	Retainer
CPS HR Consulting	Retainer
Creative Realities	Ongoing Project
Crescent Garden	Retainer
Crunchbase	Retainer
Current Lighting Solutions LLC	Ongoing Project
Definition6	Ongoing Project



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
Dentaquest	Ongoing Project
Diabolo Beverages Co	Retainer
Dietz & Watson Inc	Ongoing Project
Digital Remedy	Retainer
DoubleVerify	Retainer
E&J Gallo Winery	Retainer
ECBM Insurance	Ongoing Project
Emergency Physicians Pro Assoc	Ongoing Project
Emmy Squared	Ongoing Project
Enbridge Gas Distribution Inc.	AOR
ExxonMobil LNG (Oil & Gas)	Retainer
ExxonMobil Product Solutions Company	Retainer
Fender	Ongoing Project
Fiora Paper Products	Ongoing Project
FOX Networks	Project
Franklin Farms	Incremental Projects
GoPuff	Project
Grand Hyatt Baha Mar	Ongoing Project
Greenbriar	Ongoing Project
HilltopSecurities	Ongoing Project
Hilmar Cheese	Ongoing Project
Hilton	Ongoing Project
Hosanna	Ongoing Project
Hudson Pacific Properties	Ongoing Project
Hydro One	AOR
HZO Inc.	Ongoing Project
Ideas in Focus	Ongoing Project
IFAW - The International Fund for Animal Welfare	Ongoing Project
Independent Electricity System Operator	AOR
Insomnia Cookies	Ongoing Project
Intango Ltd.	Retainer
International Wire Group	Ongoing Project
Interplay Learning	Ongoing Project



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
Jackson County Missouri	Ongoing Project
JBT Corp.	Ongoing Project
JDRF	Ongoing Project
John Deere Agriculture Services	Ongoing Project
JTS Productions, LLC	Ongoing Project
Just Play Products LLC	Ongoing Project
Kellogg	Ongoing Project
Keurig	Ongoing Project
Keystone Natural Holdings	Ongoing Project
Kidde	Retainer
Kiddopia	Ongoing Project
Klutch1	Ongoing Project
Lake Louise Ski Resort	AOR
Lasko	Project
LEGO Star Wars	AOR
LGD Communications Inc.	Ongoing Project
Liberty HealthShare	Ongoing Project
Lindal Homes	Ongoing Project
Link My Pet	Ongoing Project
Livelihood	Retainer
Lone Star Analytics	Retainer
Lotame Solutions	Retainer
Lubrizol Corporation	Ongoing Project
Lument	Retainer
Maetrics	Retainer
Marquee Brands	Ongoing Project
Marriott International	Ongoing Project
Maser Condo Sales	Retainer
May Moon Media, Inc.	Retainer
Mayo Clinic	Ongoing Project
Media.net Advertising FZ-LLC	Retainer
MediaRadar	Retainer
MetLife	Ongoing Project



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
MetroHealth System	Ongoing Project
Microsoft	Retainer
Millennium Technologies	Ongoing Project
ML Genius Holdings LLC	Ongoing Project
Moen	Retainer
Morgan & Morgan	Ongoing Project
MRK Technologies	Ongoing Project
Munchkin, Inc.	Ongoing Project
Nasoya	Retainer
National Cybersecurity Alliance	Retainer
National Geographic Channel	Ongoing Project
Nature's Bakery	Ongoing Project
NBC Sports Group	Ongoing Project
NBCUniversal	Ongoing Project
Nestle Professional	AOR
New Urban West	Ongoing Project
New York Public Radio	Ongoing Project
NHSNYC (Neighborhood Housing Services of NYC)	Ongoing Project
NIC+ZOE	AOR
Nickelodeon	Ongoing Project
Nike	Ongoing Project
Norbrook, Inc.	Ongoing Project
Northrock Partners	Ongoing Project
Nottingham Spirk	Ongoing Project
Nutriquest	Ongoing Project
NVIDIA	Ongoing Project
Odgers Berndtson	Ongoing Project
Office of the Patient Ombudsman	Ongoing Project
Ontario Centre of Innovation	Ongoing Project
Ontario Lottery and Gaming Corporation	AOR
Ontario Securities Commission	Ongoing Project
Opal Labs, Inc.	Ongoing Project
Oregon Family Support Network	Ongoing Project



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
OWYN Safety	Ongoing Project
Panorays LTD	Retainer
Paramount Pictures International Limited	Ongoing Project
Pattern Ag	Retainer
Paws Up Ranch, LLC	Ongoing Project
Philadelphia Inquirer	Ongoing Project
Phoenix Metals Company	Ongoing Project
PlainsCapital Bank	Retainer
Pokemon	Ongoing Project
Pref. Hotel Group	Ongoing Project
Prosper Canada	Ongoing Project
pudu pudu	Retainer
Pursuit	AOR
Reddit, Inc	Ongoing Project
Retro Fitness, LLC	Retainer
Rosen's Inc.	Ongoing Project
Rovr	AOR
RQM+ Corp	Retainer
Rustbelt Research	Ongoing Project
SAG-AFTRA Health Plan	Ongoing Project
Sazerac Company	Retainer
ServiceNow, Inc.	Ongoing Project
Sesajal - Landmade	Ongoing Project
Sheetz Inc	Retainer
Showpad	Ongoing Project
Skrill	Project
Sleepyhead Beds	Ongoing Project
Sling	Project
Slinky	Ongoing Project
Smart Glass	Retainer
SOCi	Retainer
Socius Family Office	Ongoing Project
Southern Glazer's Wine and Spirits, LLC	Retainer



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

CLIENT	STATUS
Sparkling Ice	Ongoing Project
Speedcast	Retainer
SponsorUnited	Retainer
SpotSee	Retainer
Springer Publishing	Ongoing Project
Stanley Black & Decker	Ongoing Project
Step Change Innovations	Ongoing Project
Stream Data Centers	Retainer
T Rowe Price	Project
Tai Ping Carpets	Ongoing Project
TalentLaunch	Ongoing Project
TEND	Ongoing Project
Texas Instruments	AOR
The Good Feet Stores	Project
Thomson Reuters	Ongoing Project
Three Affiliated Tribes	Retainer
ThriftBooks	Ongoing Project
Tootsie Roll	Ongoing Project
Toronto Hydro-Electric System Ltd.	AOR
Tourism Calgary	AOR
Tourism Canmore	Project
Trane	Ongoing Project
Travel Alberta	AOR
TRIAD Research Group	Ongoing Project
Turtle Wax Inc.	Retainer
U.S. Vision	Retainer
Unified Government of WC and KC	Ongoing Project
Unravel Data	Ongoing Project
Variety Media, LLC	Ongoing Project
Verizon	Retainer
Vetoquinol USA, Inc.	Ongoing Project



Mod Op - Workload of the Firm

Note: At any given time we are working concurrently with 80% of the clients listed below in some capacity.

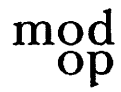
CLIENT	STATUS
Visit Florida	Retainer
VTech-Leap Frog	Retainer
Wagstaff Media	Ongoing Project
Warner Bros Interactive Entertainment	Ongoing Project
Watkins History Museum	Ongoing Project
WC Marina LLC (Sea Haven)	Retainer
WCP Developers LLC - Avila Ranch	Retainer
William Grant & Sons	Retainer
Wireless Maritime Services	Ongoing Project
Wolters Kluwer	Ongoing Project
Wonderful Foundations	Retainer
Wood Smith Henning Berman	Retainer
WSFS Bank	AOR
Yahoo Holdings, Inc	Retainer
Yammie Noob	Ongoing Project
YogaSpark	Project
Ziosk	Ongoing Project



SUPPORTING DOCUMENTATION:
Vendor Questionnaire and Standard Certifications

16) Is your firm or any of its principals or officers currently principals or officers of another organization?

Yes, Eric J. Bertrand, CEO, is the chairman and 100% equity holder of US Vision, Inc.



SUPPORTING DOCUMENTATION:
Vendor Questionnaire and Standard Certifications

16) Is your firm or any of its principals or officers currently principals or officers of another organization?

Yes, Eric J. Bertrand, CEO, is the chairman and 100% equity holder of US Vision, Inc.



LETTER OF INTENT

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

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

Solicitation No.: Bid #GEN2127506P1

Project Title: Advertising Agency Services

Bidder/Offeror Name: Mod Op, LLC

Address: 444 Brickell Ave, ste 900 City: Miami State: FL Zip: 33131

Authorized Representative: Eric J. Bertrand Phone: 305-344-4443

CBE Firm/Supplier Name: The Brand Advocates, Inc.

Address: 110 East Broward Blvd, Suite 1700 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Tasha Cunningham Phone: 305-335-8466

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Advertising Agency Services	541810		15.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: Managing Partner Date: 03/06/2024

Bidder/Offeror Authorized Representative

Signature: _____ Title: CEO Date: 03/06/2024

¹ Visit [Census.gov](https://www.census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cothrom Risk & Insurance Services 440 N Andrews Ave Fort Lauderdale FL 33301		CONTACT NAME: PHONE (A/C, No, Ext): 954-368-2191 FAX (A/C, No): E-MAIL ADDRESS: certificates@cothrom.com		
INSURED ModOp, LLC t/a Mod Op (see named insured schedule below) 444 Brickell Ave, Suite 900 Miami FL 33131 MODOLLC-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hiscox Insurance Company, Inc.		10200
		INSURER B : Beazley Insurance Company, Inc.		37540
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1285153855**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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	USUEN2729393	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			USUEN2729393	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS			USUEN2729393	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HSW272788724	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions			W2DA22240401	1/1/2024	1/1/2025	E&O Aggregate 2,000,000
B	Cyber Liability			W2DA22240401	1/1/2024	1/1/2025	Cyber Recovery 2,000,000
A	Production Package			USUEN2729393	1/1/2024	1/1/2025	Production Equipment 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named insureds continued:

ModOp Partner, LLC
ModOp Holdings, LLC
Mod Op, LLC
M.C Communication, Inc.
AMG Marketing Resources, Inc
Veritas Digital, LLC
Digital Prism Advisors, Inc.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Broward County
115 South Andrews Avenue
Fort Lauderdale FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cothrom Risk & Insurance Services		NAMED INSURED ModOp, LLC t/a Mod Op (see named insured schedule below) 444 Brickell Ave, Suite 900 Miami FL 33131
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Context Creative Holdings
Red Tettemer, Inc.
ModOp Red Holdco, Inc.

DBAs:
Tenlo
NSRC
dPrism
One Eighteen

Certificate Holder is an additional insured under the auto liability policy subject to the terms and conditions of the policy.

Certificate Holder is an additional insured for premise and ongoing operations under the general liability policy per form EGL E4310 CW (03/15) when required by written agreement subject to the terms and conditions of the policy.

A waiver of subrogation is provided in favor of the Certificate Holder under the general liability per form EGL E4317 CW (03/15) when required by written agreement, subject to the terms and conditions of the policy.

The general liability policy is primary and will not seek contribution from the certificate holder's general liability policy when required by written agreement subject to the terms and conditions of the policy.

30 Day notice of Cancellation is included.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE – Item 3D. Schedule of Forms and Endorsements

Policy Number: HSW272788723

Policy Period: 01/01/23 to 01/01/24

Insured:Modop LLC

Schedule of Forms and Endorsements

It is hereby understood and agreed that the following forms and endorsements are attached to and are part of this policy.

Form Number	Edition Date	Description
WC 00 04 21 F	7-22	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
WC 00 04 21 F	8-22	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
WC 00 04 22 C	1-21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC 00 04 24	1-17	Audit Noncompliance Charge Endorsement
WC 00 04 25	5-17	Experience Rating Modification Factor Revision Endorsement
WC 04 03 01 D	2-18	Policy Amendatory Endorsement - California
WC 04 03 05	1-85	Voluntary Compensation and Employers Liability Coverage Endorsement - California
WC 04 03 06	4-84	Waiver of Our Right to Recover From Others Endorsement
WC 04 03 60 B	1-15	Employers' Liability Coverage Amendatory Endorsement - California
WC 04 04 21	1-08	Optional Premium Increase Endorsement - California
WC 04 04 22	1-12	California Short-Rate Cancellation Endorsement
WC 04 06 01 B	1-22	California Cancellation Endorsement
WC 04 06 04 A	1-23	COVID-19 Reporting Requirement Endorsement - California
WC 06 03 01	4-84	Connecticut Application of Workers Compensation Insurance Endorsement
WC 06 03 03 C	7-11	Connecticut Workers Compensation Funds Endorsement
WC 06 06 01 A	10-17	Connecticut Nonrenewal Endorsement
WC 09 03 03	8-05	Florida Employers Liability Coverage Endorsement
WC 09 04 03 C	1-21	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 04 07	7-13	Florida Non-Cooperation With Premium Audit Endorsement
WC 09 06 06	10-98	Florida Employment and Wage Information Release Endorsement
WC 09 06 07 A	7-19	Florida Workers Compensation Insurance Guaranty Association Surcharge Endorsement
WC 10 06 01 C	7-18	Georgia Cancellation, Nonrenewal And Change Endorsement
WC 15 04 01 A	1-10	Kansas Final Premium Endorsement
WC 15 04 04	3-96	Kansas Pending Loss Cost Endorsement
WC 15 06 01 A	1-87	Kansas Cancellation And Nonrenewal Endorsement
WC 22 00 00 A	11-03	Minnesota Amendatory Endorsement
WC 22 06 01 D	8-06	Minnesota Cancellation and Nonrenewal Endorsement
WC 24 03 02	1-14	Missouri Notification Of Additional Mesothelioma Benefits Endorsement
WC 24 04 06 D	8-16	Missouri Employer Paid Medical Endorsement
WC 24 06 01 B	1-96	Missouri Cancellation And Nonrenewal Endorsement
WC 24 06 02 B	7-06	Missouri Property and Casualty Guaranty Association Endorsement
WC 24 06 04 C	9-19	Missouri Amendatory Endorsement
WC 29 03 06 B	7-07	New Jersey Part Two Limit of Liability Endorsement



Blanket Additional Insured Endorsement

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization (Additional Insured)

Persons or Organizations as Described Below

I. It is agreed that WHO IS COVERED is amended to include the following:

- A. Any person or organization from whom **you** lease a premises, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as additional **insureds**. However:
1. this insurance applies to such additional **insured** only to the extent of liability arising out of the ownership, maintenance or use of that particular part of such premises leased to **you** in **your** on-going operations; and
 2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after **you** cease to be a tenant in the premises or the end of the **policy period**, whichever comes first;
 2. structural alterations, new construction or demolition operations performed by or on behalf of the additional **insured**; or
 3. **bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the additional **insured**.
- B. Any person or organization from whom **you** lease equipment or props, sets and wardrobe, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as an additional **insured**. However:
1. this insurance applies to such additional **insured** only to the extent of their liability arising out of the maintenance, operation or use by **you** or anyone on **your** behalf of the equipment or props, sets and wardrobe in the performance of **your** on-going operations; and
 2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after the equipment or props, sets and wardrobe rental agreement/lease expires or the end of the **policy period**, whichever comes first; or
 2. **bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the additional **insured**.
- C. Any:
1. financial institution or any entity that has a financial interest in **your** business;



2. State, Municipality or other Political Subdivision;
3. payroll service;
4. advertising agency and/or advertiser; or
5. distributor

for whom **you** are contractually obligated to provide insurance as afforded by this Coverage Part, are added as **insureds**. However:

1. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.
2. this insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the additional **insured**.

In the case of oral agreements, the agreement must also be evidenced by a certificate of insurance issued for **you** by **us** or on **our** behalf.

- II. For the purposes of coverage provided by this endorsement only, HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

- A. required by the contract or agreement; or
 - B. available under the applicable Limits of Insurance stated in the Declarations;
- whichever is less.

Any payments **we** make under this endorsement will be a part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



Additional Insured - Lessor of Autos Endorsement

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured)
Blanket as required by contract.

It is agreed that Endorsement EGL E4373 – Hired and Non-Owned Auto Liability is amended as follows:

A. Section II. – WHO IS COVERED is amended to include the following:

The person or organization stated in the Schedule above as an additional **insured**, but only to the extent of such additional **insured's** liability for **bodily injury** or **property damage** arising out of:

1. **your** business operations; and
2. any **auto** rented, leased or borrowed by **you**.

B. For the purposes of coverage provided by this endorsement only, Section III - HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance stated in the Declarations;

whichever is less.

Any payments **we** make under this endorsement will be part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

C. For the purposes of coverage provided by this endorsement only, Section V. - SPECIAL CONDITIONS is amended to include the following:

Waiver of subrogation

We agree to waive any right of recovery **we** would have against the additional **insured** in the Schedule above because of payments **we** make for injury or damage arising out of:

1. the performance of **your** on-going operations; or
2. **your** premises owned by or rented to **you**.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cothrom Risk & Insurance Services 440 N Andrews Ave Fort Lauderdale FL 33301	CONTACT NAME: PHONE (A/C, No, Ext): 954-368-2191 FAX (A/C, No): E-MAIL ADDRESS: certificates@cothrom.com
INSURED ModOp, LLC t/a Mod Op (see named insured schedule below) 444 Brickell Ave, Suite 900 Miami FL 33131	MODOLL-01 INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company, Inc. INSURER B: Beazley Insurance Company, Inc. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1285153855

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	USUEN2729393	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			USUEN2729393	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			USUEN2729393	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HSW272788724	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B A	Errors & Omissions Cyber Liability Production Package			W2DA22240401 W2DA22240401 USUEN2729393	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	E&O Aggregate 2,000,000 Cyber Recovery 2,000,000 Production Equipment 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named insureds continued:
ModOp Partner, LLC
ModOp Holdings, LLC
Mod Op, LLC
M.C Communication, Inc.
AMG Marketing Resources, Inc
Veritas Digital, LLC
Digital Prism Advisors, Inc.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Broward County
115 South Andrews Avenue
Fort Lauderdale FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Cothrom Risk & Insurance Services		NAMED INSURED ModOp, LLC t/a Mod Op (see named insured schedule below) 444 Brickell Ave, Suite 900 Miami FL 33131
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Context Creative Holdings
Red Tettemer, Inc.
ModOp Red Holdco, Inc.

DBAs:
Tenlo
NSRC
dPrism
One Eighteen

Certificate Holder is an additional insured under the auto liability policy subject to the terms and conditions of the policy.

Certificate Holder is an additional insured for premise and ongoing operations under the general liability policy per form EGL E4310 CW (03/15) when required by written agreement subject to the terms and conditions of the policy.

A waiver of subrogation is provided in favor of the Certificate Holder under the general liability per form EGL E4317 CW (03/15) when required by written agreement, subject to the terms and conditions of the policy.

The general liability policy is primary and will not seek contribution from the certificate holder's general liability policy when required by written agreement subject to the terms and conditions of the policy.

30 Day notice of Cancellation is included.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE – Item 3D. Schedule of Forms and Endorsements

Policy Number: HSW272788723

Policy Period: 01/01/23 to 01/01/24

Insured:Modop LLC

Schedule of Forms and Endorsements

It is hereby understood and agreed that the following forms and endorsements are attached to and are part of this policy.

Form Number	Edition Date	Description
WC 00 04 21 F	7-22	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
WC 00 04 21 F	8-22	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
WC 00 04 22 C	1-21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC 00 04 24	1-17	Audit Noncompliance Charge Endorsement
WC 00 04 25	5-17	Experience Rating Modification Factor Revision Endorsement
WC 04 03 01 D	2-18	Policy Amendatory Endorsement - California
WC 04 03 05	1-85	Voluntary Compensation and Employers Liability Coverage Endorsement - California
WC 04 03 06	4-84	Waiver of Our Right to Recover From Others Endorsement
WC 04 03 60 B	1-15	Employers' Liability Coverage Amendatory Endorsement - California
WC 04 04 21	1-08	Optional Premium Increase Endorsement - California
WC 04 04 22	1-12	California Short-Rate Cancellation Endorsement
WC 04 06 01 B	1-22	California Cancellation Endorsement
WC 04 06 04 A	1-23	COVID-19 Reporting Requirement Endorsement - California
WC 06 03 01	4-84	Connecticut Application of Workers Compensation Insurance Endorsement
WC 06 03 03 C	7-11	Connecticut Workers Compensation Funds Endorsement
WC 06 06 01 A	10-17	Connecticut Nonrenewal Endorsement
WC 09 03 03	8-05	Florida Employers Liability Coverage Endorsement
WC 09 04 03 C	1-21	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 04 07	7-13	Florida Non-Cooperation With Premium Audit Endorsement
WC 09 06 06	10-98	Florida Employment and Wage Information Release Endorsement
WC 09 06 07 A	7-19	Florida Workers Compensation Insurance Guaranty Association Surcharge Endorsement
WC 10 06 01 C	7-18	Georgia Cancellation, Nonrenewal And Change Endorsement
WC 15 04 01 A	1-10	Kansas Final Premium Endorsement
WC 15 04 04	3-96	Kansas Pending Loss Cost Endorsement
WC 15 06 01 A	1-87	Kansas Cancellation And Nonrenewal Endorsement
WC 22 00 00 A	11-03	Minnesota Amendatory Endorsement
WC 22 06 01 D	8-06	Minnesota Cancellation and Nonrenewal Endorsement
WC 24 03 02	1-14	Missouri Notification Of Additional Mesothelioma Benefits Endorsement
WC 24 04 06 D	8-16	Missouri Employer Paid Medical Endorsement
WC 24 06 01 B	1-96	Missouri Cancellation And Nonrenewal Endorsement
WC 24 06 02 B	7-06	Missouri Property and Casualty Guaranty Association Endorsement
WC 24 06 04 C	9-19	Missouri Amendatory Endorsement
WC 29 03 06 B	7-07	New Jersey Part Two Limit of Liability Endorsement



Blanket Additional Insured Endorsement

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization (Additional Insured)

Persons or Organizations as Described Below

I. It is agreed that WHO IS COVERED is amended to include the following:

- A. Any person or organization from whom **you** lease a premises, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as additional **insureds**. However:
1. this insurance applies to such additional **insured** only to the extent of liability arising out of the ownership, maintenance or use of that particular part of such premises leased to **you** in **your** on-going operations; and
 2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after **you** cease to be a tenant in the premises or the end of the **policy period**, whichever comes first;
2. structural alterations, new construction or demolition operations performed by or on behalf of the additional **insured**; or
3. **bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the additional **insured**.

- B. Any person or organization from whom **you** lease equipment or props, sets and wardrobe, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as an additional **insured**. However:

1. this insurance applies to such additional **insured** only to the extent of their liability arising out of the maintenance, operation or use by **you** or anyone on **your** behalf of the equipment or props, sets and wardrobe in the performance of **your** on-going operations; and
2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after the equipment or props, sets and wardrobe rental agreement/lease expires or the end of the **policy period**, whichever comes first; or
2. **bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the additional **insured**.

- C. Any:

1. financial institution or any entity that has a financial interest in **your** business;



2. State, Municipality or other Political Subdivision;
3. payroll service;
4. advertising agency and/or advertiser; or
5. distributor

for whom **you** are contractually obligated to provide insurance as afforded by this Coverage Part, are added as **insureds**. However:

1. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.
2. this insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the additional **insured**.

In the case of oral agreements, the agreement must also be evidenced by a certificate of insurance issued for **you** by **us** or on **our** behalf.

- II. For the purposes of coverage provided by this endorsement only, HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

- A. required by the contract or agreement; or
- B. available under the applicable Limits of Insurance stated in the Declarations;

whichever is less.

Any payments **we** make under this endorsement will be a part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



Additional Insured - Lessor of Autos Endorsement

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured)
Blanket as required by contract.

It is agreed that Endorsement EGL E4373 – Hired and Non-Owned Auto Liability is amended as follows:

A. Section II. – WHO IS COVERED is amended to include the following:

The person or organization stated in the Schedule above as an additional **insured**, but only to the extent of such additional **insured's** liability for **bodily injury** or **property damage** arising out of:

1. **your** business operations; and
2. any **auto** rented, leased or borrowed by **you**.

B. For the purposes of coverage provided by this endorsement only, Section III - HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance stated in the Declarations;

whichever is less.

Any payments **we** make under this endorsement will be part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

C. For the purposes of coverage provided by this endorsement only, Section V. - SPECIAL CONDITIONS is amended to include the following:

Waiver of subrogation **We** agree to waive any right of recovery **we** would have against the additional **insured** in the Schedule above because of payments **we** make for injury or damage arising out of:

1. the performance of **your** on-going operations; or
2. **your** premises owned by or rented to **you**.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

MODOP, LLC

Filing Information

Document Number M15000006039
FE/EIN Number 47-4320236
Date Filed 07/30/2015
State DE
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 01/20/2017
Event Effective Date NONE

Principal Address

200 E Las Olas Blvd
Suite 1560
Fort Lauderdale, FL 33301

Changed: 03/08/2024

Mailing Address

200 E Las Olas Blvd
Suite 1560
Fort Lauderdale, FL 33301

Changed: 03/08/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 11/09/2023

Address Changed: 11/09/2023

Authorized Person(s) Detail

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Annual Reports

Report Year	Filed Date
2022	02/13/2022
2023	03/08/2023
2024	03/08/2024

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