

**HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY  
MEDIA BUYER SERVICES AGREEMENT**

THIS AGREEMENT dated as of the 30<sup>th</sup> day of December 2015, (the "Execution Date") by and between Ambit Advertising and Public Relations, Inc., a Florida Corporation authorized to conduct business within the State of Florida, ("Contractor") and the Hollywood, Florida Community Redevelopment Agency, ("CRA").

WITNESSETH:

WHEREAS, the CRA issued RFP-4463-15-RL ("RFP") seeking proposals from qualified Media Buyer individual or firm with extensive experience in travel marketing and economic development to build top of mind awareness of Hollywood's tourism and economic development opportunities; and

WHEREAS, on October 7, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015-45 which ranked the responding firms for the contract to provide media buyer services and authorized the appropriate CRA Officials to negotiate and execute an agreement between the highest ranked firm and the CRA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1:   Incorporation of Documents**

The RFP, including any addenda thereto, and the proposal submitted by Contractor, (hereinafter collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**Section 2:   Term of Agreement.**

This Agreement shall commence on October 7, 2015 and shall expire on October 6, 2017. This Agreement may be renewed for two (2) additional two (2) year terms by the parties, contingent upon the CRA determining it is in the best interest of the CRA to renew and the Contractor agrees to renew in writing. The CRA is under no obligation, however, to extend or renew this Agreement and may procure any extended service from another source.

**Section 3: Contractor's Scope of Services**

Contractor shall provide media buyer services in accordance with RFP-4463-15-RL, Contractor's response and this Agreement. Contractor shall provide media buyer services that meet the required deliverables set forth in Section 3 herein.

**Section 4: Deliverables. The Contractor shall provide the following Deliverables:**

1. Develop and execute the CRA's annual media plan, co-op menu, and ad hoc programs for the CRA's fiscal year with an estimated maximum budget of \$700,000. This includes the development of a media plan document indicating proposed media purchases, timing, costs, reach, frequency, date insertion order required, date creative required and complete media contracts, insertion orders and manage communication and traffic flow between the selected media and creative department.
2. Assist in achieving campaign objectives by recommending to the CRA, which media should be utilized to attract targeted markets and generate the greatest ROI, prioritize market segments within the given budget parameters, design and execute cooperative advertising efforts with the Greater Fort Lauderdale CVB and Visit Florida, etc., negotiate with media to ensure the lowest possible rates and negotiate value added programs.
3. Establish credit for Hollywood CRA with media when required
4. Coordinate billing and collections for CRA and co-op partners
5. Work with the CRA's appointed creative person on production schedules to ensure materials meet specifications and arrive at the media production facility within required deadlines
6. Produce a post campaign analysis documenting actual deliverables and quantifying added-value resources, collect tear sheets and affidavits
7. Provide monitoring service to insure Hollywood's advertisements are implemented properly in a timely manner

**Media Planning & Buying:**

Negotiate the best media rates and contracts  
Integrate media planning, insertion and billing  
Issue all insertion orders and update deadlines  
Manage deadlines and materials deliverables  
Provide proof of performance and monthly reporting

**Section 5: Disclosure and Ownership Documents.**

Any and all art, concepts, work, reports, photographs, video, media planning, materials deliverables, insertion orders, and other data and documents provided or created in connection with this Agreement and services provided by the Contractor are and shall remain the property of the CRA. In the event of termination of this Agreement, any and all documents referred to herein prepared by the Contractor, whether finished or unfinished, shall become the property of the CRA and shall be delivered to the CRA within seven (7) days from the date of termination.

**Section 6: Personnel**

Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Contractor's relationship of its employees to the CRA shall be that of an Independent Contractor and not as employees or agents of the CRA. This Agreement does not create a partnership or joint venture between the parties.

Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA, nor shall such personnel be entitled to any benefits of the CRA, including but not limited to, pension, health and worker's compensation.

All of the services required under the RFP Documents and this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in Contractor's key personnel must be made known to the CRA's Representative.

Contractor warrants that all services shall be performed by skilled and competent personnel to the highest reasonable professional standards in the field.

**Section 7: Payment Schedule**

7.1 The CRA agrees to pay Contractor for services rendered at the rate of 12% of the actual net media budget. Said payments shall be on a monthly basis upon receipt of an invoice from Contractor. Upon review and approval of said invoice by the Executive Director of the CRA, payment shall be made within 45 days of receipt of the invoice unless there is a dispute as to the invoice amount.

7.2 Cost Adjustments. The costs for all services under this Agreement shall remain firm for the 1<sup>st</sup> two (2) years of this Agreement. Costs for subsequent years and extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U). All items, as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase or decrease in the CPI shall be the latest index published and available prior to the end of the Agreement year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the CRA at least ninety (90) days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Agreement. In the event the CPI or industry costs decline, the CRA shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry. The CRA may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered excessive, or decreases are considered to be insufficient. In the event the CRA does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CRA, the Agreement may be cancelled by the CRA upon giving thirty (30) days written notice to the Contractor.

7.3 The total amount for each year of this Agreement shall not exceed \$84,000 annually.

#### **Section 8: Indemnification.**

Contractor agrees to indemnify and hold harmless the CRA and the City of Hollywood, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and RFP-4463-15-RL.

The indemnification provided by Contractor shall obligate it to defend at its own expense or to provide for such defense, at the CRA's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the CRA, its officers, directors, agents or employees, which may result from the operations and activities under this Agreement whether the operations be performed by the CRA, Contractor, or by anyone directly or indirectly employed by either.

#### **Section 9: Insurance.**



9.1 Contractor shall be required to provide and maintain in full force and effect throughout the term of this Agreement, all proper insurance coverages as required herein. The CRA and the City reserve the right to require additional insurance in order to meet the full value of the Agreement.

9.2 In addition to any of the other obligations or liabilities of Contractor shall provide for, and maintain in force the insurance coverage set forth below:

A. Commercial General Liability Insurance naming the CRA and the City as an additional insured with not less than the following limits:

General Aggregate	\$ 500,000
Products-Comp/Op Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability Insurance naming the CRA and the City as an additional insured with not less than the following limits:

Combined Single Limit	\$300,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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D. Employee dishonesty insurance covering the contractor and the contractor's employees with not less than the following limits:

Employee Dishonesty	\$10,000 per occurrence
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The Certificate(s) shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the CRA and the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the CRA and the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the

expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

All insurance policies shall be issued by a company or companies authorized to transact business under the laws of the State of Florida and be rated a minimum of A-, as assigned by the A.M. Best Company.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered into pursuant to this proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

**Section 10: Miscellaneous Provisions.**

(a) Contractor shall not assign, transfer or sub-contract its rights or any of the work either in whole or in part, under this Agreement without prior written consent of the CRA Board.

(b) Contractor hereby agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CRA and Contractor, or as constituting Contractor or any of its officers, agents, representatives or employees as employees of the CRA or the City of Hollywood, and that Contractor shall not represent to any third parties that such is the case.

(c) This Agreement shall constitute the entire Agreement among the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon the Agreement that are not expressly addressed herein.

(d) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or parties exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise thereof. If any legal action is necessary or take to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

(e) Failure by the CRA to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(f) No changes, amendments or modifications of this Agreement, or any part thereof, shall be valid unless in writing, approved by the CRA Board and signed by the parties.

(g) In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CRA or Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**Section 11: Notice.**

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed.

If to CRA: CRA Executive Director  
330 N Federal Highway  
Hollywood, FL 33020

With a copy to: General Counsel  
Community Redevelopment Agency  
2600 Hollywood Boulevard, Room 407  
Hollywood, FL 33020

If to Contractor: Ambit Advertising and Public relations Inc.:  
Kathy Koch, President  
19 NW 5th Street  
Fort Lauderdale, FL 33301

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

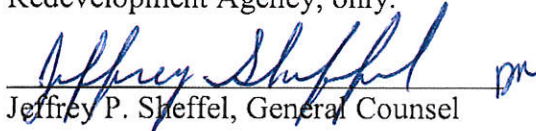
HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

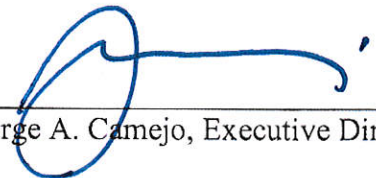
  
Phyllis Lewis, Secretary

BY:   
Peter Bober, Chairperson

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance  
of the Hollywood, Florida Community  
Redevelopment Agency, only.


  
Jeffrey P. Sheffel, General Counsel


APPROVED BY:

  
Jorge A. Camejo, Executive Director

AMBIT ADVERTISING AND PUBLIC  
RELATIONS, INC.

ATTEST:

BY:   
Secretary  
Print Name: Stanley C Brown

BY:   
Title: President



CITY OF HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY

MEDIA BUYER

RFP-4463-15-RL

Ambit Advertising and Public Relations

19 NW 5<sup>th</sup> Street  
Fort Lauderdale, Florida 33301  
954-568-2100

Contact: Katherine Koch, President  
kathy@ambitmarketing.com  
August 12, 2015



## TABLE OF CONTENTS

Section	Page
Title Page .....	01
Table of Contents .....	02
Letter of Transmittal .....	03
Profile of Proposer .....	05
Summary of Proposer's Qualifications .....	09
Project Understanding, Proposed Approach and Methodology .....	14
Summary of Proposer's Fee Statement .....	16
Hold Harmless and Indemnity Clause .....	17
Non-Collusion Affidavit .....	18
Sworn Statement Pursuant to Section 287.133 (3) (a) Florida Statutes on Public Entity Crimes .....	19
Certifications Regarding Debarment, Suspension and Other Responsibility Matters ..	21
Drug-Free Workplace Program .....	22
Solicitation, Giving, and Acceptance of Gifts Policy .....	23
Reference Questionnaires .....	24
Acknowledgment and Signature Page .....	28
Exhibit A Certificates of Insurance .....	29
Exhibit B State of Florida MBE Certification .....	31

## LETTER OF TRANSMITTAL

August 12, 2015

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
Office of City Clerk, Room 221

RE: RFP—4463-15-RL Media Buyer

Dear Hollywood, Florida Community Redevelopment Agency,

Ambit Advertising and Public Relations is pleased to respond to this RFP for a Media Buyer. During the past five years, our agency has provided strategic media planning and buying services to the CRA that has increased the visibility and brand of Florida's Hollywood as an attractive destination to travelers from around the world, and has positioned it as an attractive business location. The media buys have been extremely successful in increasing economic growth in the CRA Beach and Downtown Districts. Tourism growth, including occupancy rates and room rates has increased year over year.

Our media plans combine thoughtfulness and creativity with experience. We have researched current data to understand our audience and our media market. We negotiate low rates and high value, stretching dollars to provide the most mileage possible from the media buying budget. We focus on generating leads in an extremely competitive arena and have increased the database of potential travelers interested in visiting Hollywood by tens of thousands. Often, the decision to relocate a business starts with a visit, and we fully understand the relationship of tourism marketing to economic development.

During the past few years, we have decreased the amount of print and added more digital media to meet the habits of an increasing number of travelers who are looking for information online. We continue to research and add new marketing opportunities each year.

As a results-driven agency that offers daily hands-on personal attention, our team remains committed to delivering significant and measurable results through a well-timed, strategic media plan, tough negotiation, always delivering added value.

Moving ahead, we will continue to test new markets to achieve even greater ROI, explore the possibilities of expanding niche markets, increase digital and mobile advertising and maximize exposure of Hollywood as a destination through our strategic alliances with media and tourism partners including Brand USA, Visit Florida and the Greater Fort Lauderdale Convention and Visitors Bureau, and economic development

partners including the Greater Fort Lauderdale Alliance and the International Council of Shopping Centers.

We are submitting this response in collaboration with Curry Media Services, our media buying partner, which specializes in tourism media buying. Curry Media Services would be a subcontractor.

Persons authorized to make representation for Ambit:

Kathy Koch, President  
Ambit Advertising and Public Relations  
19 NW 5<sup>th</sup> Street  
Fort Lauderdale, FL 33301  
954.568.2100

Dorian Curry, Media Buyer  
5018 Mallards Court  
Coconut Creek, FL 33073  
954.570.9437

Lyli Cardinale, Media Buying Coordinator  
Ambit Advertising and Public Relations  
19 NW 5<sup>th</sup> Street  
Fort Lauderdale, FL 33301  
954.568.2100

Our team looks forward to continuing to grow our strong relationship with the Hollywood CRA to build top of mind awareness of Hollywood's tourism and economic development opportunities and to bring an increasing amount of visitors and businesses to Florida's Hollywood.

Warm regards,



Kathy Koch, President



## PROFILE OF PROPOSER

### **a. State whether your organization is national, regional or local.**

Ambit is located in Broward County, Florida and provides services to local, regional and national clients.

### **b. State the location of the office from which your work is to be performed.**

19 NW 5<sup>th</sup> Street  
Fort Lauderdale, FL 33301

### **c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal will be brought to bear on the proposed work.**

Ambit Advertising and Public Relations is a 5-member marketing agency with more than 25 years of marketing experience.

As an integrated communications firm, we have diverse in-house capabilities, including media planning and buying, producing award winning advertising creative, branding, web and graphic design, social media and public relations.

Our media planning and buying strength is in travel, tourism and economic development. Dorian Curry has specialized in travel and tourism media buying for over two decades, and is one of the most highly respected media buyers in the travel and tourism industry. Kathy Koch has years of experience as a leader in economic development. She has earned a reputation for always providing excellence and plans the economic development media buy for Hollywood.

## RECENT EXPERIENCE AND RESULTS

For the past five years, Ambit has been proud to provide media buying services that have generated tremendously successful results. The majority of media buying dollars have been directed toward tourism, with smaller amounts spent on economic development and special events. The following comments specifically reflect the tourism media buy.

Our accomplishments in media buying for Hollywood are based on several factors.

### **1. THERE IS SO MUCH GOING ON IN HOLLYWOOD!**

Having something exciting to talk about attracts audiences in the media.  
Florida's Hollywood provides a flow of content of interest to travelers.

Hollywood is a wonderful destination for families, couples and friends! Its nationally acclaimed beach and award-winning Broadwalk stretching 2-1/2 miles along the golden sand next to the Atlantic Ocean is surrounded by charming small hotels and grand resorts. It's within minutes of two major airports and Port Everglades, one of the busiest cruise ports in the world.

Hollywood truly has something for everyone. Sports enthusiasts and ecotourists enjoy hiking and kayaking at Anne Kolb Nature Center; culture lovers enjoy live music concerts at the ArtsPark and tours of the Art and Culture Center of Hollywood, new brides are attracted to Hollywood Beach for their destination wedding, couples delight in strolling down our tree-lined streets with open air cafés and shops; food lovers find an abundance of dining options, downtown and waterside. Hollywood is delightfully unique and always entertaining.

2. **Ambit knows the tourism market.** With years of experience, we still rely on research and have current data on where domestic and international visitors to Hollywood are traveling from. We know which media they are using to make travel decisions. We know when they use their iPad or smartphone to research travel, or when they might be turning the pages of a magazine. We know that not all consumers shop the same way when planning a vacation, and the importance of reaching travelers with the right message at the right place. We know what websites they visit and how to find them there. And we know that most travel decisions are made by women.
3. **We never stop looking for something new.** We research and examine all available and relevant traditional and digital media, and we always keep our eyes open for what's new. Consumer media habits and media that respond to those habits are constantly changing, and we anticipate and adapt to those changes.
4. **We are tough negotiators.** From how much (or how little!) we pay, to how much extra value we get, to how much the media over delivers, we stay on top of the relationship with the media from start to finish.
5. **We look for opportunities to partner** with organizations like Brand USA, Visit Florida and the GFLCVB to make Hollywood media dollars go further.
6. **We track results** and refine, and adjust. We receive data directly from each individual media that details what we ordered and what we actually received, if it is not more than we anticipated, we replace it with something better.
7. **We love the excitement and energy of Florida's Hollywood** and the myriad of opportunities it provides to attract visitors from around the world and around the corner. We don't miss an opportunity to put Hollywood's message in front of the target consumer at the right time, at the right place and at the right price!



**What are the results?** Hollywood is experiencing record growth. Visitor volume, average daily rates and occupancy are all UP.

## **Hollywood's average daily rates and occupancy are above the national averages.**

The most recent media results are tabulated through July. Ambit's media buy has resulted in between 15% and 25% savings on all media. Hollywood has received value added in the form of bonus placements, advertorials and other extras for an additional 25% - 30%. Some highlights of this year's media buy, which are representative of the past five years:

### **NATIONAL TV BUY**

- Top five origin markets: NY – Washington – Boston – Detroit – Philadelphia
- Each market performed between 35% and 123% above average
- 43% of spots were delivered during prime time
- FOX NEWS (highest rated network) over delivered by 47%

### **CUSTOMIZED TABLET CAMPAIGN (Collinson)**

- Banner ads on sites like expedia.com, tripadvisor.com, priceline.com, cnn.com
- Purchased 2,500 clicks / Received 2,872 clicks = 28% value added
- Received 1,087,553 impressions
- Paid \$2,500 / Value received \$5,000

### **PROGRAMMATIC ADVERTISING CAMPAIGN (XAXIS (24/7 Real Media)**

- New York, Chicago, Philadelphia, Boston, Washington, Connecticut, Maryland
- Behavioral Targeting reached Travel and Entertainment Enthusiasts
- Purchased 2,075,000 Impressions / Received 3,500,000 – 68% value added
- Total click throughs = 3,337 clicks .10 rate (national average .08)
- Paid \$3,500 / Value received \$10,000

### **LOCAL TV (WPLG / ABC Channel 10) January through July**

#### **TV**

- Spots purchased 147 / Spots delivered 195 = over delivered 33%
- Delivered to 5,263,000 Adults 18+

#### **ONLINE**

- Impressions purchased 700,000 / Delivered 892,723 = over delivered 28%
- Click through rate .17% (more than double national average)

### **FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT**

- Discounted rate of more than 25%
- Monthly impressions: 5,497,282

Ambit is an elected member of the American Association of Advertising Agencies (only 20 percent of America's agencies are A.A.A.A. members). Through our team of professionals, the CRA will continue to receive the expertise of a large agency, with the personal attention and special chemistry that only an agency Ambit's size can offer. Ambit is a MBE certified vendor for the State of Florida. Our expertise and experience will continue to bring the highest level of skill, knowledge and results to the Hollywood CRA.

**d. Provide a list and description of similar municipal engagements satisfactorily performed within the past three (3) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.**

The following engagements were fulfilled satisfactorily by Ambit and Curry Media.

**BROWARD LEAGUE OF CITIES**

Mary Lou Tighe, Executive Director

954.357.7370

Creative services, media planning and buying, strategic planning, website design, public relations

**GREATER FORT LAUDERDALE CONVENTION AND VISITORS BUREAU**

Kim Butler, Vice President Marketing Communications

954.767.2442

Media planning and buying

**FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT**

Steve Belleme, Business Development Manager

954.359.2336

Media planning and buying

**HOLLYWOOD CRA**

Jorge A. Camejo, Executive Director

954-924-2980

Media planning and buying for tourism, economic development and special events

**LAUDERDALE-BY-THE-SEA**

Pat Himelberger, Assistant to the Town Manager

954.640.4205

Media planning and buying for tourism, branding campaign, creative services

Contract just renewed



**e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?**

No, neither Ambit Advertising nor Curry Media Services have been involved in any litigation.

## **5. SUMMARY OF PROPOSER'S QUALIFICATIONS**

**a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned.**

### **Project Manager, Kathy Koch**

Kathy is the current project manager for the Hollywood CRA and will continue in that role. She is the day-to-day contact with the CRA and oversees all media buying including, tourism, economic development and special events. Because of Kathy's experience and expertise in economic development, she makes specific recommendations for the economic development media buy.

### **RESUME**

Prior to founding Ambit, Kathy was marketing director for Buhl Optical Co., an international manufacturer of projection lenses in Pittsburgh, PA.

She founded Ambit in Pittsburgh, and within three years, Ambit grew to be one of the largest revenue producing agencies in the city, with commercial and retail real estate clients in 11 states and 18 cities.

Selling the Pittsburgh business and retaining national accounts, Kathy relocated to Florida where Ambit has become well known and respected for its strategic marketing campaigns that generate positive results for its clients.

Kathy chaired The Broward Alliance in 2009, during which time she helped The Alliance acquire \$1 million from private businesses specifically to market Broward County to attract regional headquarter operations. She worked to create a new brand for The Alliance and continues to provide direct input on the organization's marketing.

Kathy sits on the executive committee of The Broward Workshop, and was a member of the team that commissioned the recent Johnson Consulting survey, "Broward County Tourist Development Tax (TDT) Study" which was presented to the Broward County Commission on July 29, 2015.

She sits on the board of directors of the Florida Restaurant and Marketing Association, and chairs the marketing committee. Kathy stays abreast of tourism activities in

Broward County, attending all TDC (Tourist Development Council) and MAC (Marketing Advisory Committee) meetings at the GFLCVB.

She has been featured in numerous local and national publications, most recently honored as one of South Florida's "Ultimate CEOs" by the *South Florida Business Journal*.

**Media Buyer, Dorian Curry**

Dorian will be responsible for the following: strategic media direction, media planning, all media buying, negotiating added-value merchandising programs, coordinating and administering co-op programs, media tracking, and all post-buy analyses.

**RESUME**

Prior to opening Curry Media Services in 2002, Dorian was Associate Media Director at Harris Drury Cohen, where she led a team of planners and buyers while supervising the development of all clients' media plans.

She spent several years at Ryder & Schild Advertising, where she built an enviable list of media relationships and developed her negotiating skills to ensure clients the most effective and efficient media buys.

**Media Buying Coordinator, Lyli Cardinale**

Lyli has been part of the Ambit team working with the Hollywood CRA for the past 4 years. She provides media research and recommendations. She creates insertion orders, and traffics the advertising due dates for creative, coordinating with the Communications Coordinator, Adam Chernov, to assure all deadlines are met. Lyli provides backup to media invoices received at the CRA. She works directly with the Rhythm Foundation on media buys for the ArtsPark Experience.

**RESUME**

Lyli's previous position at McGinty Bros., Inc. included coordination of company administrative operations and events, including their 50<sup>th</sup> Anniversary Celebration. She was responsible for planning and logistics for multiple events, marketing, ad placement and design and hosted booths at Trade Shows/Conventions.

She worked at Memorial Healthcare System's Primary Care Center where she implemented and wrote policies for efficient and cost effective workflow procedures.

Lyli studied at the College of Lake County for Business Administration and is a member of the Phi Theta Kappa Honor Society. She is fluent in Spanish.

**b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.**

**Kathy Koch, Project Manager**

Hollywood CRA  
Boynton Beach CRA  
Delray Beach CRA  
Pompano Beach CRA  
Oakland Park  
Lauderhill  
Hallandale Beach  
Tamarac  
Hollywood ArtsPark at Young Circle  
Broward County Census (2000 and 2010)  
Broward Regional Health Care Planning Council (Affordable Care Act)  
St. Regis Fort Lauderdale (then), Ritz Carlton Fort Lauderdale (currently)

**Dorian Curry, Media Buyer**

Greater Fort Lauderdale Convention & Visitors Bureau  
Grenada Board of Tourism  
Turks and Caicos  
PGA National Resort & Spa  
Bonnet Creek – Waldorf Astoria/Hilton  
Almond Resorts  
Fontainebleau Hilton  
Wyndham Resorts U.S./Caribbean  
Ramada Renaissance Hotels & Resorts  
Divi Resorts  
Forte Hotels  
Renaissance Cruises  
Celebrity Cruises  
Costa Cruises  
Discovery Cruises  
Admiral Cruise Line  
Carnival Air  
Arrow Air



**Lyli Cardinale, Media Buying Coordinator**  
Broward County "Water Matters" Day  
Hollywood CRA  
Kelly Tractor  
Lauderdale-By-The-Sea

**c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.**

**PROJECT TEAM**

As Project Manager, Kathy is the day-to-day contact with the CRA. She is available to the CRA 24/7, attending meetings to assure there is always clear communication. She presents new media concepts and opportunities, and back at Ambit, works with Dorian and Lyli on each step of the media plans for tourism, economic development and special events. Kathy creates and makes presentations to the CRA board and to any other groups requested by the CRA. She stays on top of the latest media opportunities and meets with media representatives.

Estimated 6 hours weekly

Dorian researches media, meets with media representatives and analyzes opportunities. She makes recommendation for the plan, negotiates rates and value added, processes changes on the buys, tracks placement, and secures make goods. She provides market analysis and analytics of the buy, and a post buy analysis. She will strategize with Kathy and Lyli and be available for media plan presentations.

Estimated 15 hours weekly

Lyli will create and issue insertion orders and update creative deadlines, as necessary. She will coordinate with the CRA creative department to manage deadline and materials deliverables. She will make specific media recommendations on advertising for special events.

Estimated 8 hours weekly

**d. Describe what municipal staff support you anticipate for the project.**

Our current process of working with municipal staff is fluid, productive and extremely enjoyable. We anticipate continuing with existing procedures, but are always open to any changes the CRA feels would improve the process or outcome:

**Jorge Camejo, Executive Director**

- Jorge presents the "30,000 ft." view of what is needed from the media buy to Ambit and updates us throughout the year of any areas that may need to be updated or revised.
- Ambit presents the methodology and budget for approval to Lisa, Jorge and Yvette and keeps them apprized throughout the year.



- Ambit brings new ideas and initiatives to Jorge for discussion, review and approval.

#### **Lisa Liotta, Redevelopment & Operations Manager**

- Lisa provides Ambit with an overall understanding of media goals for tourism, economic development and special events.
- She reviews the media plan and provides ongoing input.
- Ambit presents the methodology and budget for approval to Lisa, Jorge and Yvette.
- Ambit brings new ideas and initiatives to Lisa for discussion, review and approval.
- Lisa provides updated information to Ambit to keep us current.

#### **Yvette Scott-Phillip, Budget Manager**

- Ambit presents the methodology and budget for approval to Lisa, Jorge and Yvette.
- Throughout the year, Ambit is available to Yvette to answer any questions about the media budget.

#### **Phylicia Korchevsky, Marketing and Tourism Coordinator**

- Ambit keeps Phylcia involved in our activities.
- Media leads are forwarded to Phylcia.
- We keep Phylcia up-to-date as changes are made to the media buy.
- Ambit follows up on requests Phylcia receives from media representatives.

#### **Adam Chernov, Communications Coordinator**

- Ambit creates a spreadsheet of all upcoming creative that is required, what the content of the ad should be, media specifications and deadlines. The spreadsheet is updated as new advertising is placed.
- Adam sends the artwork to Ambit. We check it to make sure it meets the specification and send it to the media, making sure all deadlines are met.

#### **Esperanza Espinel, Administrative Assistant**

- Lyli works directly with Espi on a daily basis to respond to requests Espi may have about media invoices in order to process them for payment.

## 6. PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

**Describe your approach to performing the contracted work.**

**Type of services provided.**

Services include research, planning, negotiation, placing advertising, securing advertising specifications and forwarding to Communication Consultant (Adam), delivering creative to media on time, monitoring placement, obtaining and analyzing results, post buy analysis, presentation of results to client, approving invoices and providing back-up to the invoices.

**Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.**

Ambit utilizes research as a guide to the overall direction of the media campaign and to make informed decisions and recommendations. We stay on top of the latest information and trends to understand where travelers are coming from and when, what media and devices they are using to make vacation decisions and what they are looking to do on their vacation.

Based on research of data and negotiation, we make our recommendation for the media buy.

Syndicated Research (a few examples)

- Brand USA
- D.K. Shifflet
- Expedia
- Greater Fort Lauderdale CVB
- International Travel Association (ITA)
- Media Audit
- MMR
- MRI
- Visit Florida

We continue to bring new data into the process:

- Ambit is completing a survey of Hollywood hoteliers (SSL and large hotels) in which they share who is staying with them, for how long, their room rates and occupancy. This data will help us understand more specifically who our target audience is.

- We have discussed how we can work more closely with the Welcome Center to learn more about its visitors. In the future, they will answer a few questions on an iPad about where they are from, how long they are staying here, where they learned about Hollywood, and what activities they are planning here. By understanding their media habits, we can reach them more effectively.

Kathy is involved in all phases, but concentrates on strategy, research and client communication. Kathy makes recommendations to Dorian based upon client input.

Dorian negotiates and executes the media buy. She communicates directly with the media.

Lyli provides recommendation specific to event placement and provides authorization for payment and back-up on all media invoices.

**Discuss your project development plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.**

We intend to build on the success of the current media campaign, which incorporates broadcast and cable television, out-of-home, print, digital (video, rich media and mobile marketing), and social media. We will also introduce new media.

- Use TV to reach Northern and Midwestern states in the fall/winter, and focus on the Florida drive market in the summer, including a "staycation" message to affluent residents on Florida's west coast.
- Reach international markets research has shown are traveling to Hollywood: Canada, Brazil, Germany, Argentina, Uruguay, Spain, and Portugal.
- Use high impact, out-of-home advertising in Times Square, New York.
- Buy print (that offers digital as part of package) in travel, lifestyle publications to create awareness and positive brand perception (business publications for economic development)  
Maintain publications that have been successful and are strong lead generators
- Interactive
  - eblasts: target prospects in feeder markets
  - mobile media
  - social media marketing

#### Media Objectives

- Stimulate top-of-mind awareness of Hollywood to increase room nights
- Increase first-time visitors and stimulate repeat visitors



- Reach and influence new target audiences and niche markets

#### Strategy

Capitalize on success of 2014-2015 program

- Use media that reaches the primary geographic targets
- Use media that captures a database (leads) for future prospecting
- Use cooperative media purchases with partnerships to expand the budget
- Extend budget through tough negotiations and added value
- Continue to explore and utilize new media / test effectiveness

#### NEW FOR 2015-2016

- Increase both **digital and social media**
- **Create cooperative advertising program for Hollywood SLL hoteliers** to create a larger message for Hollywood and provide opportunities for the partners that may not typically be affordable for them. Program will offer discounted rates and special value added benefits. Ambit will manage the value-added program to ensure the media delivers as promised.
- Expand **online advertising** to include
  - SEM pay-per-click
  - More Programmatic including retargeting advertising
- Investigate **new opportunities**

#### Time frame

Ambit is in position and already researching new media for 2015-2016.

Kathy Koch, Dorian Curry and Lyli Cardinale will work together on the Hollywood CRA media plan.

#### 8. Summary of Proposer's Fee Statement

Media Buyer Services offered to the City and CRA: 12%

Thank you for the opportunity!



July 17, 2015


City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

## HOLD HARMLESS AND INDEMNITY CLAUSE

Ambit Advertising and Public Relations and Katherine Koch, President

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

  
SIGNATURE

Katherine Koch  
PRINTED NAME

Ambit Advertising and Public Relations  
COMPANY OF NAME

08/12/2015  
DATE

**Failure to sign or changes to this page shall render your bid non-responsive.**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Broward, being first duly sworn, deposes and says that:

- (1) He/she is President of Ambit, Inc., the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) Katharine Koch President  
Title

Failure to sign or changes to this page shall render your bid non-responsive.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA  
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to Hollywood Community and Redevelopment Agency  
by Katherine Koch, President for Ambit Advertising and Public Relations  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose business address is 19 NW 5th Street, Fort Lauderdale, FL 33301  
and if applicable its Federal Employer Identification Number (FEIN) is 25-1322839 If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

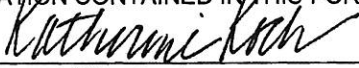
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

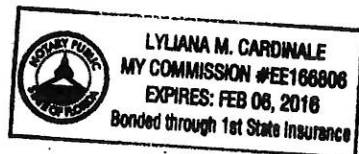
  
(Signature)

Sworn to and subscribed before me this 12th day of August, 2015.

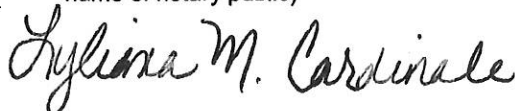
Personally known ☒

Or produced identification \_\_\_\_\_ Notary Public-State of Florida

#EE166806 my commission expires 02/06/2016  
(Type of identification)



Lyliana M. Cardinale  
(Printed, typed or stamped commissioned name of notary public)



Failure to sign or changes to this page shall render your bid non-responsive.



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### **CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Ambit Advertising and Public Relations

19 NW 5th Street

Fort Lauderdale, FL 33301

Application Number and/or Project Name:

Media Buyer Solicitation#RPF-4463-15-RL

Applicant IRS/Vendor Number: 25-1322839

Type/Print Name and Title of Authorized Representative:

Katherine Koch, President

Signature: 

Date: 08/12/2015

**Failure to sign or changes to this page shall render your bid non-responsive.**

**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
VENDOR'S SIGNATURE

Katherine Koch  
PRINTED NAME

Ambit Advertising and Public Relations  
NAME OF COMPANY

# **SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

	Katherine Koch
SIGNATURE	PRINTED NAME

Ambit Advertising and Public Relations	President
NAME OF COMPANY	TITLE

**Failure to sign this page shall render your bid non-responsive.**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: DORIAN CURRY

Firm giving Reference: DIPLOMAT RESORT and SPA

Address: 3555 SOUTH Ocean Drive Hollywood, Florida 33019

Phone: (954) 602-8603

Fax: \_\_\_\_\_

Email: JUDY.ERICKSON@DIPLOMATRESORT.COM

1. Q: What was the dollar value of the contract?

A: \$500,000

2. Have there been any change orders, and if so, how many?

A: NO

3. Q: Did they perform on a timely basis as required by the agreement?

A: YES

4. Q: Was the project manager easy to get in contact with?

A: YES

5. Q: Would you use them again?

A: YES

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

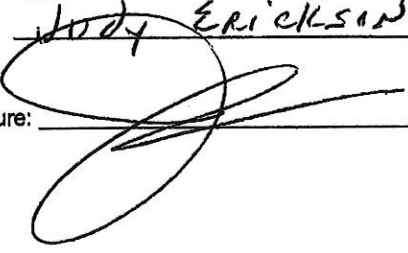
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: DORIAN CURRY IS A TRUE PROFESSIONAL and delivers Value To Her clients

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: JUDY ERICKSON Title: Manager of Marketing

Signature:  Date: August 12, 2015



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Ambit Advertising and Public Relations

Firm giving Reference: Broward League of Cities

Address: 115 S Andrews Avenue, Suite 122, Fort Lauderdale, FL 33301

Phone: (954) 357-7370

Fax: (954) 357-5563

Email: mttighe@browardleague.org

1. Q: What was the dollar value of the contract?  
A: \$45,000.00
2. Q: Have there been any change orders, and if so, how many?  
A: No
3. Q: Did they perform on a timely basis as required by the agreement?  
A: YES
4. Q: Was the project manager easy to get in contact with?  
A: YES
5. Q: Would you use them again?  
A: YES
6. Q: Overall, what would you rate their performance? (Scale from 1-5)  
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?  
A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Mary Lou Tighe Title: Executive Director

Signature: Mary Lou Tighe Date: 8/11/15

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a **minimum of three (3) similar type references** using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Ambit Advertising and Public Relations

Firm giving Reference: Lauderdale-By-The-Sea

Address: 4501 N Ocean Drive, Lauderdale-By-The-Sea, FL 33308

Phone: (954) 640-4205

Fax: (954) 640-4236

Email: path@lbts-fl.gov

1. Q: What was the dollar value of the contract?  
A: \$30,000 - \$35,000

2. Have there been any change orders, and if so, how many? A: As necessary in order to take advantage of advertising opportunities. We're flexible within our \$100,000 marketing budget.

3. Q: Did they perform on a timely basis as required by the agreement?  
A: Yes

4. Q: Was the project manager easy to get in contact with?  
A: Yes

5. Q: Would you use them again?  
A: Yes

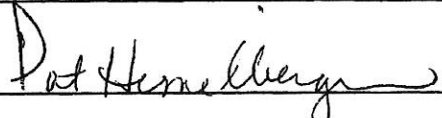
6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?  
A: Ambit is current, professional and meets all deadlines. Designs are fresh and have helped bring Lauderdale-By-The-Sea to the forefront of Broward County.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Pat Himelberger Title: Assistant to the Town Manager

Signature:  Date: 8/11/15

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a **minimum of three (3) similar type references** using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Ambit Advertising and Public Relations

Firm giving Reference: Oak Tree Management LTD

Address: 264 Sixth Avenue, Brooklyn, NY 11215

Phone: (202) 549-0380

Fax: \_\_\_\_\_

Email: rrosan@oaktreeresidential.com

1. Q: What was the dollar value of the contract?

A: \$50,000.00

2. Have there been any change orders, and if so, how many?

A: No

3. Q: Did they perform on a timely basis as required by the agreement?

A: Absolutely

4. Q: Was the project manager easy to get in contact with?

A: Very responsive

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

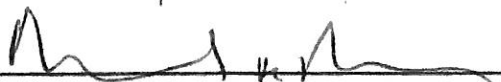
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: \_\_\_\_\_

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Rick Rosan Title: Principal

Signature:  Date: 7/11/2015

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Ambit Advertising and Public Relations

Firm giving Reference: Research Park at Florida Atlantic University

Address: 3651 FAU Boulevard, Suite 400, Boca Raton, FL 33431

Phone: (561) 416-6092 ext 1402

Fax: \_\_\_\_\_

Email: aduffell@Research-Park.org

1. Q: What was the dollar value of the contract?

A: \$36,000.00

2. Have there been any change orders, and if so, how many?

A: 150

3. Q: Did they perform on a timely basis as required by the agreement?

A: Yes

4. Q: Was the project manager easy to get in contact with?

A: Yes

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

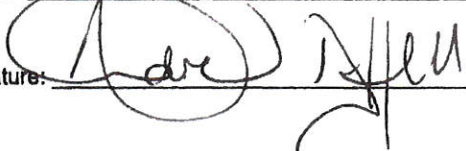
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: No

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Andrew Duffell Title: President & CEO

Signature:  Date: 8/11/15



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

## ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Ambit, Inc. Federal Tax Identification Number: 25-1322839

If Corporation - Date Incorporated/Organized: January 19, 1988

State Incorporated/Organized: Pennsylvania

Company Operating Address: 19 NW 5th Street

City Ft. Lauderdale State FL Zip Code 33301

Remittance Address (if different from ordering address): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact Person: Katherine Koch Email Address: kathy@ambitmarketing.com

Phone Number (include area code): (954) 568-2100 Fax Number (include area code): \_\_\_\_\_

Company's Internet Web Address: www.ambitmarketing.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

  
Bidder/Proposer's Authorized Representative's Signature: \_\_\_\_\_ Date 08/12/2015

Type or Print Name: Katherine Koch

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

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 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 The Fairway Insurance Group, LLC 5461 North Federal Highway Fort Lauderdale, Florida 33308	CONTACT NAME: Jennifer Summerlott		
	PHONE (A/C, No, Ext): (954) 772-9819	FAX (A/C, No): (954) 772-9564	
	E-MAIL ADDRESS: jen@tfigins.com		
INSURED Ambit, Inc. 19 NW 5th Street Fort Lauderdale, Florida 33301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Nautilus Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 2015 GL &amp; PROFESSIONAL

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NN450340-01	8/12/2015	8/12/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ EXCLUDED
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NN450340-01	8/12/2015	8/12/2016	Each Claim \$1,000,000
	Retro Date - 8/12/2009						Annual Aggregate \$1,000,000

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

City of Hollywood & Hollywood CRA (330 North Federal Highway, Hollywood, Florida 33020) are both listed as additional insured with respect to General Liability, subject to the terms, conditions, & exclusions of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Hollywood 2600 Hollywood Boulevard Hollywood, FL 33022	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 Edward Brown/JN 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/7/2015

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 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).

<b>PRODUCER</b> Commercial Lines - (248) 353-5800 Wells Fargo Insurance Services USA, Inc. 4000 Town Center, Suite 800 Southfield, MI 48075	<b>CONTACT NAME:</b> T.J. Murphy <b>PHONE (A/C No. Ext):</b> 248-948-5643 <b>E-MAIL ADDRESS:</b> thomas.murphy3@wellsfargo.com <b>FAX (A/C No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 37885
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**COVERAGES** **CERTIFICATE NUMBER:** 9426242 **REVISION NUMBER:** See below

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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	RWC6200179	01/01/15	01/01/16	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Evidence of Coverage

## CERTIFICATE HOLDER

City of Hollywood Florida

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*James Brada*

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ACORD 25 (2014/01)

30

(This certificate replaces certificate# 9426236 issued on 8/7/2015)



# Minority, Women & Florida Veteran Business Certification

Ambit Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes for a period from:

12/10/2013 to 12/10/2015



DEPARTMENT OF MANAGEMENT  
SERVICES

*Craig J. Nichols*  
Craig J. Nichols, Secretary  
Florida Department of Management Services





## **Solicitation RFP-4463-15-RL**

**Media Buyer**

**Bid Designation: Public**



**City of Hollywood, Florida**

## **Bid RFP-4463-15-RL Media Buyer**

Bid Number **RFP-4463-15-RL**

Bid Title **Media Buyer**

Bid Start Date **Jul 16, 2015 9:05:48 AM EDT**

Bid End Date **Aug 12, 2015 3:00:00 PM EDT**

Question &

Answer End **Jul 28, 2015 5:00:00 PM EDT**  
Date

Bid Contact **Robert Lowery**

**Procurement Contracts Officer**

**954-921-3552**

**RLOWERY@hollywoodfl.org**

### **Description**

The Hollywood, Florida Community Redevelopment Agency (CRA) seeks a qualified Media Buyer individual or firm with extensive experience in travel marketing and economic development to build top of mind awareness of Hollywood's tourism and economic development opportunities. The Media Buyer will develop and implement strategic media planning and buying to help affect positive economic growth in the CRA Beach and Downtown Districts. With tourism and redevelopment as the primary focus, previous destination marketing experience is a requirement to ensure efficient and effective strategies are employed to leverage a limited annual advertising/media budget of approximately \$700,000 or less. The CRA staff will develop and provide advertisements, copy, commercials, etc. to the selected contractor.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL



**Media Buyer**  
**Solicitation #RFP-4463-15-RL**

**Issue Date: July 17, 2015**

**Closing Date: August 12, 2015**

**Location:** City Hall/Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**ACKNOWLEDGMENT AND SIGNATURE PAGE**

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): \_\_\_\_\_ Federal Tax Identification Number: \_\_\_\_\_

If Corporation - Date Incorporated/Organized: \_\_\_\_\_

State Incorporated/Organized: \_\_\_\_\_

Company Operating Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Remittance Address (if different from ordering address): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number (include area code): \_\_\_\_\_ Fax Number (include area code): \_\_\_\_\_

Company's Internet Web Address: \_\_\_\_\_

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

\_\_\_\_\_  
Bidder/Proposer's Authorized Representative's Signature:      Date

Type or Print Name: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

**ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.**



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**SUBMISSION**

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



<b>A:</b> <b>Bid/Proposal Name: Media Buyer</b> <b>Bid/Proposal Number: RFP-4463-15-RL</b> <b>Bid/Proposal Opening Date: August 12, 2015</b>  <b>Firm Name/Address:</b> _____ _____ _____  <b><u>Return to:</u></b>  <b>City of Hollywood, Florida</b> <b>c/o: Office of City Clerk</b> <b>2600 Hollywood Blvd., Rm#: 221</b> <b>Hollywood, Florida 33020</b>
---

**RESPONSE MUST INCLUDE:**

**One (1) original**  
**Eight (8) Copies**  
**One (1) complete electronic copy (CD, DVD or Flash Drive)**

**Important Notice:**

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

## **CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### 1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

### 1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes,

July 17, 2015**City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**

sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

**1.4 DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

**1.5 ADDENDA**

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

**1.6 REJECTION OF PROPOSALS**

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

**1.7 WITHDRAWAL OF PROPOSALS**

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### **1.8 PROPOSALS TO REMAIN OPEN**

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

### **1.9 LATE PROPOSALS OR MODIFICATIONS**

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

### **1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

### **1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

### **1.12 COMPETENCY OF PROPOSERS**

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

### **1.13 QUALIFICATIONS OF PROPOSERS**

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**1.14 CONSIDERATION OF PROPOSALS**

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

**1.15 AWARD OF CONTRACT**

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

**1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS**

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

**1.17 AGREEMENT**

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

**1.18 NOTICE TO PROCEED**

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### 1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

### 1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

#### Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

### 1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

## 1.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, **Rob Lowery, Procurement Contracts Officer, Telephone (954) 921-3552.**

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to [rlowery@hollywoodfl.org](mailto:rlowery@hollywoodfl.org)

## 1.24 PROPOSALS



July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

**1.26 REJECTION OF PROPOSALS**

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

**1.27 OPEN END CONTRACT**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

**1.28 AUDIT RIGHTS**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

#### **1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### **1.30 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

#### **1.32 COLLUSION**

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

#### **1.33 COPELAND "ANTI-KICKBACK"**

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

### **1.34 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

### **1.35 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.36 DRUG-FREE WORKPLACE PROGRAM**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

### **1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.38 CONFLICT OF INTEREST**

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

#### **1.39 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **1.40 ADVICE OF OMISSION OR MISSTATEMENT**

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

#### **1.41 CONFIDENTIAL INFORMATION**

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

#### **1.42 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

#### **1.43 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

#### **1.44 SOVEREIGN IMMUNITY**

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

#### **1.45 SURVIVAL**



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### **1.47 PATENT AND COPYRIGHT INDEMNIFICATION**

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### **1.48 ADVERTISING**

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### **1.49 DISCLAIMER**



July 17, 2015**City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

**1.50 TRADEMARKS**

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

**1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

**1.52 PROPOSAL PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

**1.53 DESIGN COSTS**

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

**1.54 ADDITIONAL CHARGES**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

**1.55 RIGHTS TO PERTINENT MATERIALS**

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

**1.56 INSURANCE REQUIREMENTS**

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit
  - (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or
  - (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with**

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

**respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.

- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

#### **1.57 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

#### **1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER**

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.59 MUTUAL OBLIGATIONS**

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

**1.60 SUBCONTRACTUAL RELATIONS**

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

**1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:**

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

#### **1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

#### **1.63 EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.64 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.65 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### **1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

#### **1.68 E-VERIFY**

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

**1.69 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

**1.70 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

**CITY OF HOLLYWOOD, FLORIDA**  
**COMMUNITY REDEVELOPMENT AGENCY**

The Hollywood, Florida Community Redevelopment Agency (CRA) works to foster economic development by promoting tourism and investment in Hollywood's Beach and Downtown Districts. As tourism serves as Hollywood's main economic engine, the CRA serves as the umbrella organization for tourism related marketing and advertising to promote travel to and within Hollywood. The CRA also works to promote private sector investment in the districts with a focus on retail recruitment, development, property improvement, etc. The CRA's tourism and investment initiatives target local, regional, national and international audiences.

**PART I: SCOPE OF SERVICES**

**A. Overview**

The Hollywood, Florida Community Redevelopment Agency (CRA) seeks a qualified Media Buyer individual or firm with extensive experience in travel marketing and economic development to build top of mind awareness of Hollywood's tourism and economic development opportunities. The Media Buyer will develop and implement strategic media planning and buying to help affect positive economic growth in the CRA Beach and Downtown Districts. With tourism and redevelopment as the primary focus, previous destination marketing experience is a requirement to ensure efficient and effective strategies are employed to leverage a limited annual advertising/media budget of approximately \$700,000 or less. The CRA staff will develop and provide advertisements, copy, commercials, etc. to the selected contractor.

**B. Minimum Qualifications**

The contractor shall have at least five (5) recent years of experience providing the media buying, creative services, and marketing analysis services as described in Part 1 (F), Scope of Services. The contractor shall have had at least one million dollars in billings for advertising placement each year over the past five (5) years.

**C. Term of Contract**

The initial term of this contract shall be for a period of two (2) years beginning upon date of award. The CRA may renew this contract for two (2) additional two (2) year periods subject to CRA's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the CRA.



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

#### **D. Subcontracting**

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the CRA.

#### **E. Termination**

The CRA reserves the right to cancel this agreement with or without cause effective immediately upon written notice given by the City of Hollywood or the CRA.

#### **F. Deliverables**

The selected agency will provide the following services:

##### **Provide Account Management:**

##### **Plan development ready to release by end of September 2015**

1. Develop and execute the CRA's annual media plan, co-op menu, and ad hoc programs for the CRA's fiscal year with an estimated maximum budget of \$700,000. This includes the development of a media plan document indicating proposed media purchases, timing, costs, reach, frequency, date insertion order required, date creative required and complete media contracts, insertion orders and manage communication and traffic flow between the selected media and creative department.
2. Assist in achieving campaign objectives by recommending to the CRA, which media should be utilized to attract targeted markets and generate the greatest ROI, prioritize market segments within the given budget parameters, design and execute cooperative advertising efforts with the Greater Fort Lauderdale CVB and Visit Florida, etc., negotiate with media to ensure the lowest possible rates and negotiate value added programs.
3. Establish credit for Hollywood CRA with media when required
4. Coordinate billing and collections for CRA and co-op partners
5. Work with the CRA's appointed creative person on production schedules to ensure materials meet specifications and arrive at the media production facility within required deadlines
6. Produce a post campaign analysis documenting actual deliverables and quantifying added-value resources, collect tear sheets and affidavits
7. Provide monitoring service to insure Hollywood's advertisements are implemented properly in a timely manner

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**Media Planning & Buying:**

1. Negotiate the best media rates and contracts
2. Integrate media planning, insertion and billing
3. Issue all insertion orders and update deadlines
4. Manage deadlines and materials deliverables
5. Provide proof of performance and monthly reporting

**G. CRA Oversight**

The CRA will provide oversight, scheduled reviews and final approval of the strategic media planning and programs developed by the Media Buyer prior to implementation.

**PART II: PROPOSAL SUBMISSION REQUIREMENTS****A. SUBMISSION REQUIREMENTS**

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope.

**PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:**

<b>RFP NO.</b>	<b>RFP-4463-15-RL</b>
<b>TO BE OPENED:</b>	<b>3:00 P.M., August 12, 2015</b>
<b>AND ADDRESSED TO:</b>	<b>CITY OF HOLLYWOOD OFFICE OF THE CITY CLERK 2600 HOLLYWOOD BLVD., ROOM 221 HOLLYWOOD, FLORIDA 33020</b>

**AN ORIGINAL, CLEARLY IDENTIFIED, EIGHT (8) COPIES, AND ONE ELECTRONIC COPY (CD, DVD OR FLASH DRIVE) PRESENTED AS A SINGLE PDF FILE OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.**

It will be the sole responsibility of the Proposer to have the Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened.

**The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.**

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that the Proposer follow the format and instructions contained herein. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City of Hollywood CRA Board, and in case of default the CRA and the City of Hollywood reserve the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The CRA and the City also reserve the right to award any resulting agreement as it deems will best serve the interests of the CRA and the City

**FORMAT****1. Title Page**

RFP title, firm's name, address, telephone number, contact person, email and date.

**2. Table of Contents****3. Letter of Transmittal (Maximum of 2 pages)**

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

**4. Profile of Proposer (Maximum of 5 pages)**

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this RFP, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

for whom the engagement was undertaken who can verify satisfactory performance.

- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

5. Summary of Proposer's Qualifications (Maximum of 5 pages, excluding resumes)

- a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned to this project and include them in this section.
- b. Describe the experience in conducting similar projects for each of the individuals assigned to the engagement.
- c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- d. Describe what municipal staff support you anticipate for the project.

6. Project understanding, proposed approach, and methodology (Maximum of 5 pages)

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project development plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

7. Summary of the Proposer's Fee Statement

The Proposal will show the fee schedule. Said services by agency shall be offered to client at a maximum of 15% of the net media budget. Express your fee **as a percent** of the projected \$700,000 media buy to be billed and paid monthly. All travel costs, per diem expenses, photocopying/printing costs, telephone costs, computer costs, internet costs, fuel costs, other incidental expenses, etc. is inclusive of the percentage to be paid to the selected Proposer.

**The Fee Statement must be expressed in this format:**

Media Buyer Services offered to the City and CRA: \_\_\_\_\_% (Maximum of 15%)



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

## B. EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the CRA and the City. The Items to be considered during the evaluation and the associated point values are as follows:

- |    |   |             |
|----|---|-------------|
| 1. | Letter of Transmittal                                     | 0-10 points |
| 2. | Proposed Fee  | 0-15 points |
| 3. | Profile of Proposer                                       | 0-25 points |
| 4. | Summary of Proposer's Qualifications                      | 0-25 points |
| 5. | Project Understanding, Proposed Approach<br>& Methodology | 0-25 points |

**TOTAL TECHNICAL POINTS****100 POINTS**

## C. SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the CRA. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list may be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists may be determined to present to the CRA Board, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**D. INSURANCE REQUIREMENTS**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability Insurance **naming the CRA and the City as an additional insured** with not less than the following limits:

General Aggregate	\$ 500,000
Products-Comp/Op Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance **naming the CRA and the City as an additional insured** with not less than the following limits:

Combined Single Limit	\$100,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- C. Worker's Compensation Insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the CRA and the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the CRA and the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

July 17, 2015City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

All insurance policies shall be issued by a company or companies authorized to transact business under the laws of the State of Florida and be rated a minimum of A-, as assigned by the A.M. Best Company.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered into pursuant to this proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The CRA and the City reserve the right to require additional insurance in order to meet the full value of the contract. The CRA and the City reserve the right to require any other insurance coverage it deems necessary depending upon the exposures.

## **E. GENERAL INFORMATION AND SCHEDULE**

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Procurement Services Division, Rob Lowery, Procurement Contracts Officer at (954) 921-3552 or Daniel Mainero, Procurement Specialist at (954) 921-3248. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing. Questions should be directed to Rob Lowery, Procurement Contracts Officer, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via, [rlowery@hollywoodfl.org](mailto:rlowery@hollywoodfl.org) or via BidSync.

### RFP Schedule

REQUEST FOR PROPOSALS ISSUED	July 17, 2015
QUESTIONS DUE PRIOR TO 5:00 P.M.	July 28, 2015
PROPOSAL DUE DATE-PRIOR TO 3:00 P.M.	August 12, 2015

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

## **F. OTHER CONSIDERATIONS**

1. The CRA and the City reserve the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.
2. Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he/she should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.
3. No oral change or interpretation of the provisions contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. All materials submitted in response to the RFP become the property of the CRA and the City of Hollywood and will be returned only at the option of the CRA. The CRA and the City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.
5. The CRA and the City reserve the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The CRA and the City further reserve the right to negotiate with any person or firm submitting Proposals and reserve the right to reject any or all Proposals with or without cause. The CRA and the City also reserve the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the CRA and the City for any reason, the CRA and the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.
6. The costs/fees for all services purchased under this contract shall remain firm for the initial term year of the contract and for all renewal term periods.



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**HOLD HARMLESS AND INDEMNITY CLAUSE**

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**(Company Name and Authorized Representative's Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINTED NAME\_\_\_\_\_  
COMPANY OF NAME\_\_\_\_\_  
DATE

**Failure to sign or changes to this page shall render your bid non-responsive.**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**NON-COLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_  
Title**Failure to sign or changes to this page shall render your bid non-responsive.**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA  
STATUTES ON PUBLIC ENTITY CRIMES**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_ for \_\_\_\_\_  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification) my commission expires \_\_\_\_\_\_\_\_\_\_  
(Printed, typed or stamped commissioned  
name of notary public)

**Failure to sign or changes to this page shall render your bid non-responsive.**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

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Application Number and/or Project Name:

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Applicant IRS/Vendor Number: \_\_\_\_\_

Type/Print Name and Title of Authorized Representative:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to sign or changes to this page shall render your bid non-responsive.**



July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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VENDOR'S SIGNATURE

---

PRINTED NAME

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NAME OF COMPANY

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

---

SIGNATURE

---

PRINTED NAME

---

NAME OF COMPANY

---

TITLE

**Failure to sign this page shall render your bid non-responsive.**

July 17, 2015

City of Hollywood, Florida  
Solicitation # RFP-4463-15-RL**REFERENCE QUESTIONNAIRE**

It is the responsibility of the contractor/vendor to provide a **minimum of three (3) similar type references** using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: \_\_\_\_\_

Firm giving Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

- 1.
- Q:**
- What was the dollar value of the contract?

A: \_\_\_\_\_

2. Have there been any change orders, and if so, how many?

A: \_\_\_\_\_

- 3.
- Q:**
- Did they perform on a timely basis as required by the agreement?

A: \_\_\_\_\_

- 4.
- Q:**
- Was the project manager easy to get in contact with?

A: \_\_\_\_\_

- 5.
- Q:**
- Would you use them again?

A: \_\_\_\_\_

- 6.
- Q:**
- Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ 5 *Excellent* ☐ 4 *Good* ☐ 3 *Fair* ☐ 2 *Poor* ☐ 1 *Unacceptable*

- 7.
- Q:**
- Is there anything else we should know, that we have not asked?

A: \_\_\_\_\_

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Question and Answers for Bid #RFP-4463-15-RL - Media Buyer

### Overall Bid Questions

#### Question 1

How is the City of Hollywood, Florida CRA funded? Are you funded by a TBID or some other bed tax? Membership Organization? (Submitted: Jul 24, 2015 10:25:49 AM EDT)

#### Answer

- The CRA is funded by Tax Increment Financing. This is a unique tool available to cities and counties for redevelopment activities. TIF is determined by the dollar value of all real property within the boundaries of the Community Redevelopment Area as of a fixed date or "base year". (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 2

Who are your stakeholders? (Submitted: Jul 24, 2015 10:26:00 AM EDT)

#### Answer

- Our stakeholders are the CRA Board, residents, property owners, visitors and business owners within the CRA districts. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 3

How have you looked at ROI in the past? (i.e. overall increases in visitation as measured by xxxx? increase in overall room nights as measured by xxxx? increase in arrivals in market as measured by xxx? ad engagement? website visits? (Submitted: Jul 24, 2015 10:26:15 AM EDT)

#### Answer

- Yes, we receive and analyze data from the Greater Fort Lauderdale Convention and Visitors Bureau, partner publications, surveys and Google analytics. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 4

Is there an agency that has done your media planning in the past? If so, who have you worked with? For how many years? (Submitted: Jul 24, 2015 10:26:28 AM EDT)

#### Answer

- This service is currently provided by Ambit Advertising and Public Relations, Inc. The company has provided this service for 5 years. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 5

What has been your media mix that you have implemented in the past (% print, % digital, % radio, % OOH, % TV, % social) (Submitted: Jul 24, 2015 10:26:38 AM EDT)

#### Answer

- The current media mix is as follows:

• Broadcast • 46%

• Outdoor • 10%

• Online • 8%

• Print • 10%

• Print and Online • 13%

• Radio • 3%

• Niche • 6%

• International • 4% (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 6

Are you subscribing to any 3rd party reporting systems to help exemplify advertising success? (Arrivalist? Nights? TNS? Longwood?) (Submitted: Jul 24, 2015 10:26:48 AM EDT)

#### Answer

- Not at this time. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 7

Who will be the internal staff members and their titles that will be part of the marketing team that will be:

- approving media plan

- developing creative

- webmaster - developing any needed custom landing pages for co-operative efforts or general CRA campaigns

(Submitted: Jul 24, 2015 10:27:09 AM EDT)

#### Answer

- The internal staff includes:

Executive Director;  
 Redevelopment and Operations Manager;  
 Budget Manager  
 Marketing and Tourism Coordinator; and  
 Communications Coordinator (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 8

What are you doing for social media, and is paid social media something you are looking for the media agency to manage? (Submitted: Jul 24, 2015 10:27:18 AM EDT)

#### Answer

- We are utilizing Facebook, Twitter, Instagram and Yelp. Yes, we are looking for the agency to manage paid campaigns (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 9

â€¢ Will higher consideration be given to those firms that are located in Hollywood and/or Broward County?  
 â€¢ Would it be possible to share your 2014 and 2015 Media Plans? In order to determine the weight given to Tourism vs. Economic Development?  
 â€¢ If you are unable to share the actual media plans it would be extremely helpful to see the budget breakdown by media spend for Tourism and Economic Development? (Submitted: Jul 24, 2015 2:56:41 PM EDT)

#### Answer

- There will be no additional points awarded to firms located in the City of Hollywood.  
 We are unable to share the actual media plan at this time however the budget breakdown is as follows:  
 â€¢ Marketing/Tourism â€" 78%  
 â€¢ Special Events â€" 14%  
 â€¢ Economic Development â€" 8% (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 10

In last years media plan, what percentage of your budget was traditional media vs digital media? (Submitted: Jul 28, 2015 12:05:36 PM EDT)

#### Answer

- In last year's media plan we utilized combination marketing deals that provided access to both traditional and digital media, however at this time we are looking to focus more on digital media. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 11

Is there historical data outlining the successes of various media platforms from previous campaigns? (Submitted: Jul 28, 2015 12:05:51 PM EDT)

#### Answer

- Yes, we can access historical data for digital campaigns. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 12

Would the proposer also be setting up and maintaining the social media campaigns? (Submitted: Jul 28, 2015 12:05:59 PM EDT)

#### Answer

- Yes, paid social media campaigns (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 13

Would the proposer also be setting up and monitoring the pay-per-click campaigns? (Submitted: Jul 28, 2015 12:06:20 PM EDT)

#### Answer

- Yes (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 14

Has programmatic advertising been incorporated into previous campaigns? If so, results? (Submitted: Jul 28, 2015 12:06:29 PM EDT)

#### Answer

- The current agency may be using programmatic advertising in the media campaign. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 15

Can you share your current media plan? (Submitted: Jul 28, 2015 1:57:52 PM EDT)

#### Answer

- We are unable to share the current media plan at this time. (Answered: Aug 5, 2015 2:24:37 PM EDT)

#### Question 16



The RFP mentions International markets, can you please identify which markets as well as any additional markets that you see as potential countries or areas to advertise? (Submitted: Jul 28, 2015 1:58:58 PM EDT)

**Answer**

- Canada, Brazil, Germany, Argentina, Uruguay, Spain & Portugal (Answered: Aug 5, 2015 2:24:37 PM EDT)

**Question 17**

In terms of measuring success of the media plan, what are the measuring tools that the Hollywood CRA uses to deem success? (Submitted: Jul 28, 2015 2:00:13 PM EDT)

**Answer**

- Yes, we receive and analyze data from the Greater Fort Lauderdale Convention and Visitors Bureau, partner publications, surveys and Google analytics. (Answered: Aug 5, 2015 2:24:37 PM EDT)