



**GREATER ORLANDO AVIATION AUTHORITY**  
**PROFESSIONAL SERVICES**  
**ADVERTISING PRODUCTION SERVICES (PS-647)**  
**ORLANDO INTERNATIONAL AIRPORT**  
**&**  
**ORLANDO EXECUTIVE AIRPORT**  
**ORLANDO, FLORIDA**

## PROFESSIONAL SERVICES AGREEMENT

### PS-647 ADVERTISING PRODUCTION SERVICES

**THIS AGREEMENT**, made and entered into as of the 1st day of March, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Aviation Authority"), with a business address at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, and **Six Degrees Marketing Insights and Creative, LLC d/b/a SIX The Agency**, (the "Consultant"), with a business address at 1600 W. Princeton Street, Orlando, Florida 32804 (Aviation Authority and the Consultant sometimes collectively referred to herein as the "Parties").

#### WITNESSETH:

**WHEREAS**, the Aviation Authority desires to employ the services of a Consultant to provide professional and related services required in connection with Advertising Production Services at Orlando International Airport and Orlando Executive Airport (the "Airports"); and

**WHEREAS**, the Consultant is qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

#### 1. Services to be Provided by the Consultant.

- 1.1 **Scope of Services.** The Consultant hereby agrees to perform for Aviation Authority services and work product set forth on the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written addendum to this Agreement signed by both Parties; provided, however, the Aviation Authority shall have the right, by written notice to the Consultant, to unilaterally reduce the Services to be rendered hereunder.
- 1.2 **Personnel.** The Consultant agrees to retain the necessary qualified personnel acceptable to Aviation Authority to perform all Services for Aviation Authority pursuant to this Agreement. The Consultant further agrees to promptly remove any personnel from performing Services as Aviation Authority shall request in writing (which request may be made by Aviation Authority with or without cause), and to promptly replace such personnel with other of the Consultant's personnel of comparable experience reasonably acceptable to the Aviation Authority. The Consultant agrees to include a similar provision in its agreements with any and all SubConsultants. Any changes of personnel assigned during the term of this Agreement must be approved by the Aviation Authority, and if not acceptable to the Aviation Authority, the Aviation Authority reserves the right to terminate the agreement.
- 1.3 **SubConsultants.** The Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified SubConsultant approved in writing by the Aviation Authority in advance ("SubConsultant"); provided, however, no SubConsultant shall perform any of the Consultant obligations under this Agreement unless the Aviation Authority approves the SubConsultant in advance in writing. In the event any SubConsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance and shall remain fully responsible to ensure that the SubConsultants perform Services as required in accordance with this Agreement. The Aviation Authority shall have no obligation to pay for any unsatisfactory performance of

SubConsultants nor to reimburse the Consultant for Services rendered by SubConsultants in connection with the Consultant's performance of Services unless Aviation Authority has given prior written approval of the compensation to be paid SubConsultants by the Consultant. The Aviation Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by SubConsultants) shall be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the Consultant, or Aviation Authority shall have the right, but not the obligation, to pay a specific amount directly to any SubConsultant. The Consultant agrees to pay such SubConsultants for their Services within fifteen (15) days after the Consultant's receipt of payments from the Aviation Authority for accepted work performed by SubConsultants. It shall be the sole responsibility of the Consultant to deal with SubConsultants with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Aviation Authority to the Consultant for work performed by SubConsultants shall relieve the Aviation Authority of all future liability to the SubConsultant and shall thereafter precludes the SubConsultant from bringing any claim against the Aviation Authority. The Consultant agrees to include insurance and indemnity requirements set forth herein in agreements with any SubConsultants for performance of Services.

- 1.4 **Consultant's Reasonable Efforts and Standards of Performance.** The Consultant agrees to use its reasonable efforts to perform and/or to cause SubConsultants to perform all Services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Aviation Authority, and the Consultant agrees to perform and/or cause SubConsultants to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.
- 1.5 **Consultant's Liability.** The Consultant shall be and remain liable in accordance with applicable law for all damages to Aviation Authority caused by the improper acts or omissions of the Consultant or by any SubConsultants in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying the Consultant's obligation and duties in performing Services shall apply equally to SubConsultants performing Services.
- 1.6 **Consultant's Obligation to Correct Errors or Omissions.** The Consultant agrees to be responsible for the quality, technical adequacy and accuracy, of all Services furnished by the Consultant or any SubConsultants, in accordance with its specific obligations hereunder. The Consultant shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by the Consultant, resulting from improper acts or omissions of the Consultant or SubConsultants to the extent determined by a court of competent jurisdiction, not subject to further appeal.
- 1.7 **Consultant's Compliance with Laws and Regulation.** The Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by the Consultant hereunder, or to the wages paid by the Consultant to its employees. The Consultant shall require all of its Sub-Consultants to comply with the provisions of this paragraph.
- 1.8 **Consultant Is Not Aviation Authority's Agent.** The Consultant is, and at all times shall be deemed to be, an independent Consultant and shall be wholly responsible for the manner in which it performs the services required of the Consultant by the terms of this Agreement. The Consultant shall be liable for any of its acts, and the acts of its Sub-Consultants, and their respective agents or employees, and nothing contained herein shall

be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Consultant or any Sub-Consultant. Neither the Consultant nor any Sub-Consultant is authorized to neither act as Aviation Authority's agent hereunder nor to have Aviation Authority, express or implied, to act for or bind Aviation Authority.

## 2. **Compensation.**

- 2.1 **Compensation.** For the Services rendered by the Consultant, compensation to the Consultant will not exceed and will be in accordance with the schedule of rates, fees and charges set forth in **Exhibit "B"** attached hereto and incorporated herein.
- 2.2 **Reimbursable Expenses.** The Consultant shall not be entitled to reimbursement for its out-of-pocket expenses.
- 2.3 **Statements.** The Consultant shall submit statements to Aviation Authority for all Services rendered hereunder. The statements shall include detailed information pertaining to any fees received or expected to be received by the Consultant or an affiliate of the Consultant during the same period covered by the statements in connection with or arising from Services performed by the Consultant for the Aviation Authority. Statements shall be in a form and with detail satisfactory to Aviation Authority, shall include the nature and amount of each fee, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by the Consultant in a billing statement shall be grounds for the termination of this Agreement by Aviation Authority.
- 2.4 **Maintenance of Records.** The Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in the Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine the Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to Aviation Authority.
- 2.5 **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Aviation Authority, be made available to Aviation Authority or its representatives at all reasonable times, to review, inspect, audit or copy the Consultant's records. If any such audit establishes that the Consultant has overstated Service fees, the amount of any overcharge paid by Aviation Authority as a result of an overstatement shall forthwith be refunded by the Consultant to Aviation Authority with interest thereon, at the prime rate as from time to time published by *The Wall Street Journal* on any knowingly overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to the Consultant of overstatement.

## 3. **Term and Termination.**

- 3.1 **Term.** This Agreement shall become effective upon its execution by the Aviation Authority and shall continue in effect for three (3) years, unless terminated earlier as provided for herein or extended by an addendum hereto executed by both Parties. Upon mutual agreement by both parties the Aviation Authority shall have the option to renew this agreement for two (2) periods of one (1) year each.
- 3.2 **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-

defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.

- 3.3 **Termination without Default.** Aviation Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.
- 3.4 **Effect of Termination.** For any termination, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed; provided however, the Aviation Authority shall pay the Consultant for Services performed and accepted up to the date of termination, as determined in the discretion of the Aviation Authority.
- 3.5 **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Aviation Authority pursuant to paragraphs 3.2 or 3.3 above, or upon the Consultant's giving of notice of intent to terminate pursuant to paragraph 3.2 above, the Consultant shall: (1) promptly discontinue all Services affected (unless Aviation Authority directs otherwise); and (2) deliver or otherwise make available to Aviation Authority all Work Product of Consultant generated performing the Services required by this Agreement, data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by the Consultant or by SubConsultants in performing Services under this Agreement, whether completed or in process.
- 3.6 **Aviation Authority's Right to Complete Terminated Services.** Upon termination pursuant to paragraphs 3.2 or 3.3 above, Aviation Authority may enter into an Agreement with another party for the party to complete the Services. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all claims it may have against the Consultant arising out of the Consultant's performance hereunder.

#### 4. **Warranties and Representations of the Consultant.**

- 4.1 **State Code of Ethics.** The Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and the Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Aviation Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of the Consultant to be conducted under this Agreement or the proceeds thereof. The Consultant further represents and warrants to Aviation Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or Consultant, other than a bona fide employee working solely for the Consultant, any fee, commission, contributions, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any Consultant or person in connection with carrying out this Agreement.
- 4.2 **Public Entity Crimes.** The Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and the Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief that neither the Consultant nor any affiliate of the Consultant has ever been convicted of a public entity crime. The Consultant acknowledges receipt of the following notice:

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 Consultant, supplier, Subconsultant, or the Consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

- 4.3 **Public Records; Open Meetings.** The Consultant has been advised that the Aviation Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Aviation Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Aviation Authority to conduct business in open meetings. The Consultant will cooperate with Aviation Authority to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Aviation Authority policies and procedures in observing the requirements of said laws.
- 4.4 **Duty to the Aviation Authority.** To the extent permitted by professional codes of conduct, the Consultant will represent the Aviation Authority to the best of the Consultant's ability with respect to the performance of the Services, including without limitation in making recommendations to the Aviation Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Aviation Authority.
- 4.5 **Conflict of interest.** The Consultant shall comply at all times with the affirmative statement provided with its Proposal that during the period of this Agreement, the Consultant and its team members are not currently involved with any active agreement with any airport that would be in conflict with the Aviation Authority, and agree not to enter in to any such agreement during the duration of this Agreement.
- 4.6 **Consultant to Comply.** The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by the Consultant in the Proposal in connection with this Agreement, unless waived in writing by the Aviation Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.
5. **Member Protection; Waiver.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of the Consultant or any SubConsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Aviation Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee, or agent, as such, past, present or future, of Aviation Authority either directly or through Aviation Authority or otherwise, for any claims arising out of this Agreement of the Services rendered pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent as such, to respond by reason of any act of omission on his or her part or otherwise for any claim arising out of this Agreement or the Services rendered pursuant to it, or for the payment for or to the Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.
6. **Indemnification.** The Consultant shall indemnify, defend and hold completely harmless the Aviation Authority and the City, and the members (including, without limitation, members of the

Aviation Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each from and against any and all liabilities (including statutory liability and liability under Workers' Compensation laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) the breach of this Agreement by the Consultant, (ii) by reason or on account of damage to or destruction of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of services under this Agreement, or the negligent acts or omissions or willful misconduct of the Consultant's officers, agents, employees, Sub-Consultants, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, or (iii) arising out of or in connection with the negligent acts or omissions or willful misconduct of the Consultant or its officers, agents, employees, Sub-Consultants, licensees or invitees. Aviation Authority agrees to give the Consultant reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Consultant or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

## 7. **Insurance.**

- 7.1 Without limiting its liability hereunder, the Consultant shall procure and maintain at its sole expense during the term of this Agreement insurance of the types and in the minimum amounts and deductibles set forth on **Exhibit "C"** attached hereto and incorporated herein by reference. Without limiting the foregoing, the Consultant shall maintain a professional liability policy and comprehensive general liability policy which shall include contractual liability on a blanket or specific basis to cover the indemnification provided under Paragraph 6 hereinabove, and all insurance required hereunder shall be in a form satisfactory to Aviation Authority and shall be written by a company or companies licensed to transact insurance in the State of Florida and satisfactory to the Aviation Authority.
- 7.2 The Consultant agrees that the Aviation Authority and the City and its members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees and agents shall be named as additional insureds under such policies of insurance, except professional liability insurance. Such insurance shall provide that it is primary insurance as respects any other valid insurance Aviation Authority may possess including any self-insured retention or deductible Aviation Authority may have, and that any other insurance Aviation Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.
- 7.3 Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration of any certificates previously provided hereunder, the Consultant shall, upon request, provide to Aviation Authority certificates evidencing the maintenance of all insurance required hereunder, and each such certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until at least thirty (30) days after receipt of written notice thereof by Aviation Authority. The Consultant shall maintain and/or cause Sub-Consultants to maintain Workers' Compensation Insurance coverage for all employees in accordance with statutory limits.
- 7.4 The Aviation Authority is currently contracted with CertFocus/Vertikal for the management of all insurance certificates related to Aviation Authority Agreements. Consultants who

enter into an Agreement with the Aviation Authority will be contacted directly by CertFocus/Vertikal for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus/Vertikal instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Agreement. Consultants are to respond to CertFocus/Vertikal as directed in the introductory letter as well as any further instructions they may receive from CertFocus/Vertikal.

8. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:
- 8.1 **Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- 8.2 **Nondiscrimination.** The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any Sub-Consultant, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- 8.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential SubConsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 8.4 **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Aviation Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Aviation Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 8.5 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Aviation Authority shall impose such sanction as it or the FAA may determine to be appropriate, including but not limited to:
- 8.5.1 Withholding of payments to the Consultant under the Agreement until the Consultant complies.
- 8.5.2 Cancellation, termination or suspension of the Agreement, in whole or in part.
- 8.6 **Incorporation of Provisions.** The Consultant shall include the provisions of subsections 8.1 through 8.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Aviation Authority or the FAA may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a SubConsultant or supplier as a result of such direction, the Consultant may request the Aviation Authority to enter into such litigation to protect the interest of the Aviation Authority and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant assures Aviation Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Consultant from the period beginning with the initial solicitation through the completion of the Agreement.

9. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 9.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 9.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 9.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 9.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 9.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 9.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 9.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- 9.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 9.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 9.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 9.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

10. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
11. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
12. **Whistle Blower Reporting Line.** The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Consultants, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Consultant suspect any fraud, waste or abuse in connection with any work under this Agreement, including any work of its SubConsultants or laborers, it shall promptly report such activity to (877) 370-6354, through email to [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Consultant shall include this reporting requirement in all Sub-Consultants and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.
13. **Florida Law.** This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.
14. **Remedies.** In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement in accordance with Section 3.2. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.
15. **Attorney's Fees and Costs.** To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.
16. **Venue and Waiver of Jury Trial.** The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Aviation Authority and the Consultant. The parties hereby agree that process shall be served on the Consultant and Aviation Authority in the manner prescribed by applicable law. To

encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.

17. **Transfers, Assignments and Subcontracts.** The Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of Aviation Authority. Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon Aviation Authority and the Consultant, and their respective successors and assigns.

18. **Miscellaneous Provisions.**

18.1 The Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by the Consultant hereunder.

18.2 The Consultant shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for the Consultant to render the services required hereunder.

18.3 All information and documents received from the Consultant in response to this RFQ will become the property of the Aviation Authority, will not be returned to the Consultant, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.

18.4 If Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by the Consultant hereunder, and if the Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Aviation Authority shall have the right, by giving written notice to the Consultant, to terminate this Agreement forthwith.

18.5 The Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Consultant or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Consultant for the longer of the following periods: (a) the period during which the property is used by the Aviation Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Aviation Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Consultant from the Proposal solicitation period through the completion of the Agreement.

18.6 Consultant and its Sub-Consultants, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee. Consultant and its Sub-Consultants shall account for all expenses of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the

Consultant and Sub-Consultants and which support the amounts reported and/or invoiced to the Aviation Authority. At a minimum, Consultant's and Sub-Consultant's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Aviation Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Aviation Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Consultant and Sub-Consultant shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Aviation Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Consultant and Sub-Consultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the - to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Agreement. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Consultant and its Sub-Consultants agree that such amounts shall be payable to the Aviation Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Aviation Authority, or any claim is made or litigation commenced relating to this Agreement by the Aviation Authority, the Consultant, or a third party, the Consultant shall continue to maintain all such records, and the Aviation Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such provisions or standards. In particular, without limitation, Consultant and Sub-Consultants shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Consultant to the Aviation Authority, Consultant shall forthwith, upon written demand from the Aviation Authority, pay the Aviation Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Aviation Authority. Further if such inspection, examination or audit establishes that the Consultant has over billed such amounts for any Agreement period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Consultant.

- 18.7 In the course of performing the Agreement work, Consultant may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Consultant agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Sub-Consultants, and Sub-Consultants who have a legitimate need to know such information and who are under a similar obligation of

confidentiality. The Consultant shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Consultant must notify the Aviation Authority as soon as practicable in the event Consultant is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Consultant controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Consultant is responsible for the Data Breach and upon mutual agreement of the parties, Consultant shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Consultant's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Agreement.

**18.8 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, [PUBLICRECORDS@GOAA.ORG](mailto:PUBLICRECORDS@GOAA.ORG); AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.** A Consultant with an Aviation Authority Agreement for services, must comply with Florida Statute, Chapter 119.071, specifically to:

18.8.1 Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service.

18.8.2 Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.

18.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Aviation Authority.

18.8.4 Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Consultant or keep and maintain public records required by the Aviation Authority to perform the service. If the Consultant transfers all public records to the Aviation Authority upon completion of the Agreement, the Consultant shall, upon termination of the Agreement, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority.

18.8.5 If a Consultant does not comply with a public records request, the Aviation Authority shall enforce the contract provisions in accordance with the Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

20. **Amendment: Waiver.** Except for the Aviation Authority's right to reduce the Scope of Services as provided in paragraph 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Aviation Authority and the Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. **Severability.** If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

22. **Time of The Essence.** Time is of the essence in the performance of this Agreement.

23. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and tele-copied to the other party and that the execution telecopy shall be binding and enforceable as an original. The parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

24. **Ownership Rights:**

24.1 All ownership rights in and to all documents and materials including, but not limited to, drawings, design, layout, studies, artwork, videos, digital imaging, special projects or any type of work produced in the performance of this Agreement, or in contemplation thereof, shall be and shall remain the sole property of the Authority in perpetuity, with all rights reserved by the Authority regardless of whether the work or material is created primarily by the Authority or by the Proposer as "works made for hire", and may be used with any other Authority projects without additional cost to the Authority. The samples provided by the Proposer shall be retained by the Authority until completion of the Agreement. Proposer,

for the consideration to be paid under this Agreement, irrevocably assigns to the Authority any and all of its rights and interest in and to all such documents and materials. The selected Proposer shall enter into agreements with its employees and subcontractors sufficient to ensure that the Authority owns all rights and copyrights in and to all materials produced for Authority under this Agreement.

- 24.2 All imagery produced in the performance of this Agreement, or in contemplation thereof, including but not limited to, digitally scanned images, artwork (hand drawn or mechanically reproduced), video, film, slides/transparencies, enhanced or altered digital imagery or other photographic or graphics belonging to the Authority, and all new photographic images from photo or video shoots that have been scanned or used in projects are to be returned to the Authority once the project is completed in digital format on CD and in hard copy within 30 (thirty) days after completion of project. Digital imagery is to be in .jpg, .png, .svg, .tif or .eps format at a minimum 300 dpi resolution.
- 24.3 With respect to all materials provided by the Authority and materials or work created by the Proposer, the Proposer agrees not to assert any rights or to establish any claims under the design, patent, copyright, or trademark laws, and further agrees not to publish or reproduce such matter in whole or in part, or in any manner or form, or authorize others to do so, without written consent of the Authority. To the extent the Proposer has any rights in work or materials produced pursuant to this Agreement, the Agreement hereby irrevocably assigns to the Authority all of its rights thereto and will return all materials provided by the Authority upon expiration of said Agreement.
- 24.4 Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted of which such party has actual knowledge which in any way directly or indirectly, contingent or otherwise, affects or might affect either party, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- 24.5 Proposer must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency. The Proposer warrants replacing at no additional cost to the Authority, any item that is damaged as a result of Proposer's error or neglect, reckless, or intended act or omission.

25. **Notices.** All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To the Consultant: SIX THE AGENCY  
1600 W. PRINCETON STREET  
ORLANDO FL 32804

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

Attention: MICHAEL J. YOUNG

To Aviation Authority: Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
Attention: Chief Executive Officer

The Aviation Authority's Chief Executive Officer, or designee, shall act as Aviation Authority's agent with respect to the Services to be rendered by the Consultant hereunder and shall transmit instructions, receive information, and communicate Aviation Authority's policies and decisions to the Consultant regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section 25.



N WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first mentioned above.

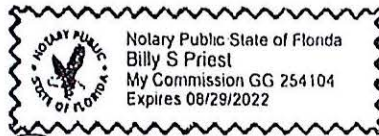
ATTEST  
By: [Signature]  
LARISSA BOB-VAZQUEZ  
Assistant Secretary  
Title: \_\_\_\_\_  
Date: 2/24/2021

GREATER ORLANDO AVIATION AUTHORITY  
By: [Signature]  
Phillip N. Brown, A.A.E.  
Chief Executive Officer  
Title: \_\_\_\_\_  
Date: 2-24-2021

"PROPOSER"

ATTEST  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Proposer's Name)  
By: Michael Young  
Title: PRINCIPAL OWNER  
Date: 2.05.21



[Signature]

Approved as to Form and Legality  
this 23 day of February, 2021  
NELSON MULLINS BROAD AND CASSEL  
By: [Signature]  
Greater Orlando Aviation Authority

## **EXHIBIT "A"**

### **Scope of Services**

Responsibilities of the Consultant shall include, but not be limited to the following:

1. Develop advertising campaigns for targeted global audiences, which may include B2B and B2C advertising creative, digital banner ads, broadcast commercials, billboard design, collateral material, trade show material, promotional items, booth and event branding, in-stadium digital animation, video development and production, website redesign and client branding on an as needed basis.
2. Act as the Authority's limited agent, when authorized in writing by the Authority, in the purchase of materials and services (including printing services, web/social media services and other media) required to produce products and collateral materials that result from activities performed in support of the Agreement.
3. Must be located in the Central Florida area.
4. Monitoring, analyzing, and making recommendations concerning the advertising production campaigns.
5. Conducting domestic and international market analyses and monitoring market conditions to identify advertising opportunities.
6. Regular communication with the executive staff of the Aviation Authority concerning the advertising productions.
7. Additional Services:

If during the Agreement period, Additional Services are needed beyond the Scope of Services stated in the Scope of Services, the Agency may, at the option of the Aviation Authority, be engaged to perform these services based on the mutually agreed upon Hourly Rates as negotiated with the award. All Additional Services shall be documented by engagement memoranda to be approved by the Aviation Authority by issuing an Amendment to this Agreement.

**EXHIBIT "B"**

Compensation to be negotiated, including compensation during the creative process.

## EXHIBIT "B"

### SCHEDULE OF FEES

#### PROFESSIONAL FEES AND TERM

This agreement will be thirty-six (36) months in duration and shall be deemed effective as of January 2, 2021, through January 1, 2024.

The Agreement may be renewed for two (2) additional periods of one (1) year each, upon mutual agreement.

Monthly invoices for professional fees will be sent at the end of each month and payment will be required within 30 days of receipt.

Professional fees in association with the Scope of Services described in Exhibit "A" are as follows, which are inclusive of travel and expenses:

#### **YEAR ONE (Period: January 1, 2021 – December 31, 2021)**

<b>ITEM #</b>	<b>DESCRIPTION OF SERVICES</b>	<b>Agency Standard Hourly Rate (Per Project)</b>	<b>Agency Retainer Mixed-Flat Hour Rate (Per Project)</b>
1.	Marketing/Business Development Consulting	\$200.00	\$175.00
2.	Creative Concepting	\$175.00	\$150.00
3.	Creative/Design	\$165.00	\$150.00
4.	Public Relations – Director	\$250.00	\$175.00
5.	Public Relations – Communications Specialist	\$ 55.00	\$140.00
6.	Public Relations – Communications Assistant	\$115.00	\$100.00
7.	Social Media Management	\$145.00	\$145.00
8.	Public Relations	\$n/a	\$175.00
9.	Non-Profit Public Relations	\$ n/a	\$155.00
10.	Other: Outside of Hourly Rates	<a href="#">\$See below</a>	\$

Website Design & Development, Branding Package, Custom Video & TV Spots are all quoted on a per project basis base on hard costs, delivery scope, and market value.

Print/Fabrication (Production items) are billed at agency discounted rate (cost) + 25%

**PROFESSIONAL FEES**

**YEAR TWO (Period: January 1, 2022 – December 31, 2022)**

<b>ITEM #</b>	<b>DESCRIPTION OF SERVICES</b>	<b>Agency Standard Hourly Rate (Per Project)</b>	<b>Agency Retainer Mixed-Flat Hour Rate (Per Project)</b>
1.	Marketing/Business Development Consulting	\$200.00	\$ 175.00
2.	Creative Concepting	\$175.00	\$150.00
3.	Creative/Design	\$ 165.00	\$150.00
4.	Public Relations – Director	\$250.00	\$175.00
5.	Public Relations – Communications Specialist	\$155.00	\$140.00
6.	Public Relations – Communications Assistant	\$115.00	\$100.00
7.	Social Media Management	\$145.00	\$145.00
8.	Public Relations	\$n/a	\$175.00
9.	Non-Profit Public Relations	\$ n/a	\$155.00
10.	Other: Outside of Hourly Rates	\$ <a href="#">See below</a>	\$

Website Design & Development, Branding Package, Custom Video & TV Spots are all quoted on a per project basis base on hard costs, delivery scope, and market value.

Print/Fabrication (Production items) are billed at agency discounted rate (cost) + 25%

## PROFESSIONAL FEES

**YEAR THREE (Period: January 1, 2023 – December 31, 2023)**

ITEM #	DESCRIPTION OF SERVICES	Agency Standard Hourly Rate (Per Project)	Agency Retainer Mixed-Flat Hour Rate (Per Project)
1.	Marketing/Business Development Consulting	\$200.00	\$175.00
2.	Creative Concepting	\$175.00	\$150.00
3.	Creative/Design	\$165.00	\$150.00
4.	Public Relations – Director	\$250.00	\$175.00
5.	Public Relations – Communications Specialist	\$155.00	\$140.00
6.	Public Relations – Communications Assistant	\$115.00	\$100.00
7.	Social Media Management	\$ 145.00	\$145.00
8.	Public Relations	\$n/a	\$175.00
9.	Non-Profit Public Relations	\$n/a	\$155.00
10.	Other: Outside of Hourly Rates	\$ <a href="#">See below</a>	\$

Website Design & Development, Branding Package, Custom Video & TV Spots are all quoted on a per project basis base on hard costs, delivery scope, and market value.

Print/Fabrication (Production items) are billed at agency discounted rate (cost) + 25%

**EXHIBIT "C"**

**Insurance**

<b><u>Type</u></b>	<b><u>Amount</u></b>
Professional Liability	\$1,000,000
General Liability	\$1,000,000 (General Liability needs to have Advertising Injury Coverage)
Automobile Liability	\$100,000/300,000/50,000
Workers Compensation	Statutory limits
Employers Liability	\$100,000 each accident, \$500,000 disease policy limit \$100,000 disease each employee

**Self-Insured Retention:** Proposer's commercial general liability and professional services liability insurance policies shall not be subject to a self-insured retention exceeding \$100,000, unless approved by the Aviation Authority's Chief Executive Officer. Proposer's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the Aviation Authority's Chief Executive Officer.

**Additional Insured Endorsement:** The Company agrees and shall cause the Aviation Authority and the City and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and member of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

If coverage is on a claims-made basis, the Company will maintain coverage applicable to the Services performed for two (2) years after expiration of the Agreement.

Insurers shall be licensed to transact insurance in the State of Florida. This requirement may be waived in the sole discretion of the Chief Executive Officer or if the insurer is rated by A.M. Best at A-/VIII or better.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/25/2020

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> PAYCHEX INSURANCE AGENCY INC/PAC 76250881 150 SAWGRASS DRIVE ROCHESTER NY 14620	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (877) 266-6850 (A/C, No, Ext):	<b>FAX</b> (585) 389-7894 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Casualty Insurance Company	NAIC# 29424
<b>INSURED</b> SIX DEGREES MARKETING INSIGHTS AND CREATIVE INC 1600 W PRINCETON ST ORLANDO FL 32804-4852	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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 EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <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	76 WEG AD7MYC	08/05/2020	08/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE -EA EMPLOYEE	\$100,000
							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)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Greater Orlando  
 Aviation Authority (GOAA)  
 1 JEFF FUQUA BLVD  
 ORLANDO FL 32827-4392

**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

*Susan S. Castaneda*

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GREATER ORLANDO AVIATION AUTHORITY

# REQUEST FOR QUALIFICATIONS

Professional Services // Advertising Production Services

PS-647

ORLANDO INTERNATIONAL AIRPORT  
& ORLANDO EXECUTIVE AIRPORT  
Orlando, Florida

SUBMITTAL DUE DATE  
**SEPTEMBER 1, 2020**

PROPOSER  
**SIX THE AGENCY**  
1600 W. Princeton Street  
Orlando, Florida 32804

LEAD INDIVIDUAL  
**MICHAEL J. YOUNG**  
Founder/Director  
o. 407.730.3178, Ext 1  
c. 407.620.4795  
MichaelJY@SIXtheAgency.com

**SIXTHEAGENCY.COM**

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# INTRODUCTION

This document is in response to the Greater Orlando Aviation Authority's Request for Qualifications ("RFQ") soliciting interested parties to be evaluated and ranked with the Aviation Authority's Professional Services Committee ("PSC") for providing Advertising Production Services (PS-647). We believe that with the depth and breadth of our experience, Six Degrees Marketing Insights and Creative, LLC (DBA "SIX The Agency" and also referenced as "SIX"), is the ideal global creative and media agency to provide ongoing advertising production services that align with the Authority's marketing and branding needs in the international and domestic markets.

Please note that the following responses align sequentially with the requests in the RFQ. Therefore, the responses begin with "2."



## 2. PROPOSERS INFORMATION

The Proposer shall include the legal name, address, and authorized signature of the proposing firm who will sign the Agreement for Advertising Production Services (the "Agreement") if such Proposer is awarded the Agreement, together with the following information regarding the Proposer:

2.1 Contact name of individual responsible for account ("Lead Individual"):

Michael J. Young

2.2 Address of office that will handle account (the "Proposing Office"):

Six Degrees Marketing Insights and Creative, LLC

Registered DBA - SIX The Agency

1600 W. Princeton St.

Orlando, Florida 32804

2.3 Telephone number of the Lead Individual or office that will handle the account:

(407) 730-3178, Ext 1

2.4 Email address of the Lead Individual:

michaeljy@sixtheagency.com

2.5 Type of organization (corporation, sole proprietor, partnership, other):

Sole Proprietorship

2.6 Federal employer identification number:

20-8733418

## 3. MINIMUM REQUIREMENTS

In order to be considered for evaluation, the Proposers shall demonstrate sufficient capacity, ability, resources, and experience to provide advertising production services as required by the Aviation Authority. At a minimum, each Proposer shall provide the following:

3.1 Proposer must certify in writing with its SOQ that Proposer is registered to do business in the State of Florida prior to the submission of the Proposal. Proposer shall provide a copy of such registration to the Aviation Authority with the SOQ submission.

*(Continued on next page)*

# *State of Florida*

## *Department of State*

I certify from the records of this office that SIX DEGREES MARKETING INSIGHTS AND CREATIVE, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 28, 2015, effective February 13, 2007.

The document number of this limited liability company is L15000129779.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 17, 2020, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of January,  
2020*



*Randy R. Lee*  
**Secretary of State**

Tracking Number: 8178885956CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

3.2 Provide documentation that demonstrates Proposer has had first-hand experience since January 1, 2015, in providing the Scope of Services described herein.

### **EXAMPLE 1: ORLANDO INTERNATIONAL AIRPORT**

#### **OVERVIEW:**

Teaming with the Greater Orlando Aviation Authority since 2014, SIX The Agency continues to complement critical initiatives for the GOAA marketing department. By effectively positioning Orlando International Airport globally and within our Central Florida community, especially now during COVID-19, SIX elevates perception abroad and here at home. Our current '**MCO. Better Together**' B2C campaign reflects the '*Peace of Mind*' that community members experience when traveling through Orlando International Airport.

Per the RFQ requirements, SIX has executed on all required GOAA items and then some. This includes introducing international (B2B) and community centric (B2C) campaigns that reflect Orlando International Airport's unique benefits to both segments. By qualifying MCO's diverse and bountiful catchment area, including *tourism, education, digital and simulation hub, proximity to ports, and aerospace technologies*, SIX helps paint a picture that best supports airline recruitment and allocating precious gates. On the other hand, SIX has introduced local community (B2C) campaigns that not only reflect our unique airport amenities and diverse routes, but creative and messaging that abets in humanizing MCO within the Central and North Florida regions.

From designing and overseeing installation of large-format wall graphics in the airport's FIS restricted areas, to column wraps seen throughout Orlando International Airport's main terminal and security areas, to teaming with SITA and U.S. Customs and Border Protection on integrating video tutorials in Automated Passport Control (APC) Kiosks — SIX efforts reflect a long-standing pattern of heightened abilities and catchment-area IQ to effectively complement all GOAA initiatives.

#### **SCOPE:**

- Branding
- Global Positioning
- Local Positioning
- Creative Campaigns
- TV Commercials
- Specialized Video
- Custom Website Design
- Outdoor Media
- Print & Digital Media
- Events Creative & Display Design
- Environmental Graphics
- Wayfinding Signage
- Professional Photography

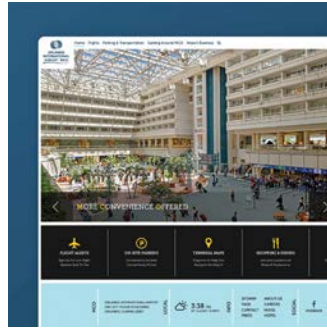
*(Continued on next page)*



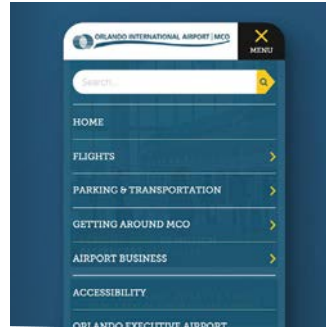
EXAMPLES:



B2C Advertising Creative  
(New Air Service Campaign)



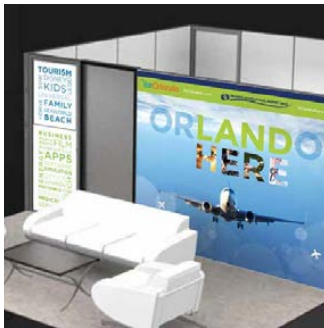
Website (Desktop)  
[OrlandoAirports.net](http://OrlandoAirports.net)



Website (Mobile)  
[OrlandoAirports.net](http://OrlandoAirports.net)



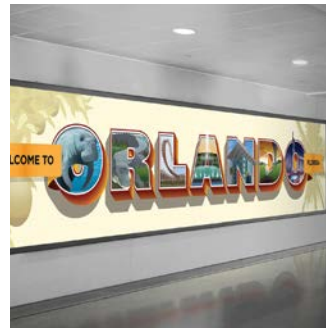
Video Development & Production



Trade Show Booth Chalet



Photography



FIS Mural Illustration



Mobile App Ad Campaign

## EXAMPLE 2: ORLANDO BALLET COMPANY AND SCHOOL

### OVERVIEW:

The Orlando Ballet Company and School (OB) has been a SIX The Agency client since 2015. SIX was engaged by the ballet primarily to: **1.** lead a restructuring of OB's marketing approach; **2.** refine existing OB branding and positioning; **3.** elevate the branding and creative elements for mainstage productions to reflect the ballet's quality and commitment to the performing arts; **4.** advance the perception of ballet opportunities within the community (B2C) and among local businesses (B2B); **5.** drive donations and sponsorship interest from community businesses and organizations, including SunTrust Bank, Disney, and others; and **6.** steer Orlando Ballet School qualified students (ages 8-adult) to classes based on skill level.

The core of our work for the ballet includes refreshed branding, new local positioning based on Central Florida's unique demographic, a new custom web platform featuring design elements aligned with current web-user expectations, sophisticated new art for mainstage productions, and new branding for school programs and departments within the Orlando Ballet. In addition, Orlando Ballet enlisted the SIX public relations team to reposition its presence in local media, increase community awareness of the ballet's mainstage productions and sponsorship opportunities, and launch their new home, Harriett's Orlando Ballet Centre, with local city officials.

### SCOPE:

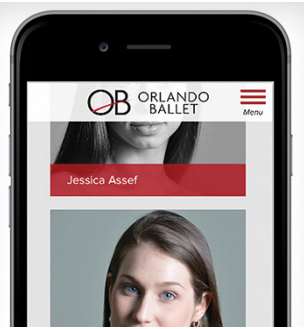
- Branding & Positioning
- Marketing Consulting
- Creative Campaigns (B2C + B2B)
- Mainstage Production Branding
- Mainstage Production Sales Collateral
- Event Brochure & Packages
- Company Brochures & Packages
- Billboard Art (Static & Digital)
- Digital Art & Formatting (Banners, Stadium, Venue)
- Digital Campaign Oversight
- Website Design & Development Oversight
- Video Oversight (TV Spots)
- Professional Photography Oversight
- Environmental Signage (Exterior & Interior)
- Media Procurement & Management
- Media Relations
- Event Management
- Social Media Management

*(Continued on next page)*

EXAMPLES:



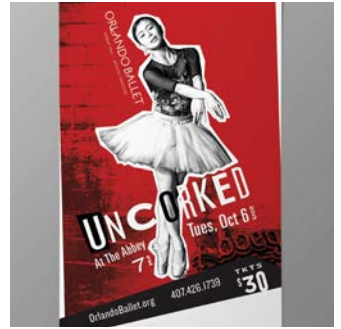
Website (Desktop)  
[OrlandoBallet.org](http://OrlandoBallet.org)



Website (Mobile)  
[OrlandoBallet.org](http://OrlandoBallet.org)



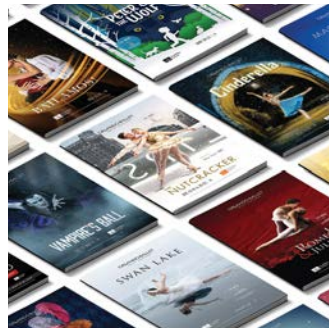
Print Collateral/Invitation



Event Branding



Event Branding



Print Collateral/Programs



Billboard/Event Branding

### EXAMPLE 3: ISTUDIO SALONS

#### OVERVIEW:

Launching a regional brand such as iStudio Salons has been a rewarding experience, but it takes flawless execution and pointed brand positioning that can scale to out-of-state markets and in-state market sub-cultures. Located throughout Florida and the Midwest, the iStudio Salons concept empowers salon professionals to be independent and own a business by leasing a well-appointed salon space. SIX was selected to advance the company's core through: **1.** branding the salon environments to reflect an elevated aesthetic and creative space; **2.** introducing brand positioning that has both community appeal (B2C) and an attractive opportunity for salon professionals (B2B) recruitment; and **3.** design and develop all qualifying and procurement platforms, including web, digital, print, and collateral materials aimed at the community (B2C) and for professional recruitment (B2B).

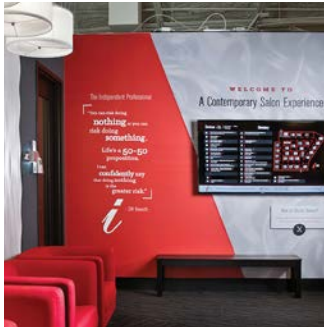
SIX generated and managed all client assets, including video production for television commercials and the website, and professional lifestyle and interior architectural photography as seen in all branded elements.

#### SCOPE:

- Positioning
- Marketing Consulting
- Creative Campaigns (B2C + B2B)
- Recruitment Branding
- Recruitment Collateral Materials
- Print & Digital Media Design (B2C + B2B)
- Event Brochure & Packages
- Company Brochures & Packages
- Direct Mail Campaigns
- Billboard Art (Static & Digital)
- Digital Art & Formatting (Banners & Large Format Display)
- Website Design & Development Oversight
- Video Oversight (TV Spot & Company Reel)
- Professional Photography Oversight
- Environmental Signage (Exterior & Interior)
- Collateral & Promotional Items (Design & Procurement)
- Large Format Graphics Design & Production Oversight (Environmental)
- Environmental Signage (Exterior & Interior)
- Wayfinding Signage
- Tradeshow Booth Design
- Tradeshow Art
- Vehicle Wraps
- Media Procurement & Management
- Media Relations

*(Continued on next page)*

EXAMPLES:



Environmental Graphics



Print Collateral/Invitations



Direct Mail



Invitation Package



Award Design



Video Production & Development



Branded Promotional Items



Branded Tradeshow Materials

3.3 Proposer shall provide an affirmative statement that it is independent of the Aviation Authority.

SIX The Agency and its associates are 100% independent of the Greater Orlando Aviation Authority ("GOAA").

SIX The Agency has been an approved GOAA vendor since 2014, teaming with the GOAA marketing department on advertising production and related strategies.

## 4. EXPERIENCE AND QUALIFICATIONS

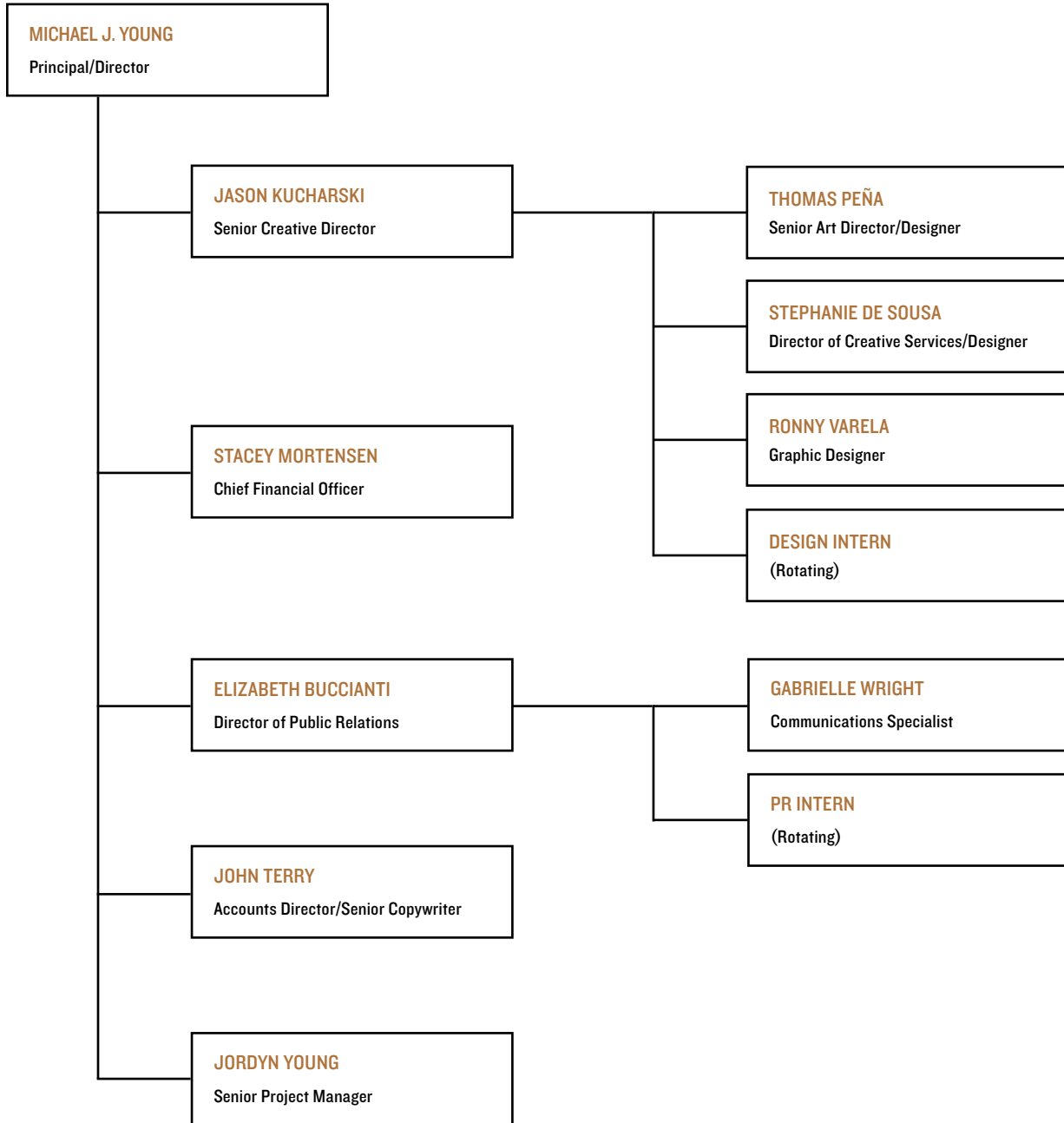
In order to be considered for evaluation, the Proposers shall demonstrate sufficient capacity, ability, resources, and experience to provide advertising production services as required by the Aviation Authority. At a minimum, each Proposer shall provide the following:

4.1 As part of the SOQ, Proposer shall include a narrative of the experience and qualifications of the Proposer and the Engagement Team members relative to the Scope of Services.

As documented in the following profiles and by way of references found throughout this response document, SIX The Agency employs a carefully curated team of creative professionals who efficiently execute at the highest level for our clients. Our work is based on a strong foundation of graphic design, website design, branding, campaign development, and storytelling in both a business-to-business (B2B) and business-to-consumer (B2C) context. However, our collective skill sets and backgrounds encompass varied disciplines including but not limited to: printing, video and audio production, corporate public relations and crisis management, interior design, publishing, trade show exhibit design, event production and promotion, environmental design, outdoor advertising, and commercial signage.

4.2 The Proposer shall include an organization chart and resumes of the individuals on the Engagement Team and clearly identify the proposed role for each.

### SIX ORGANIZATION CHART



(Continued on next page)



**MICHAEL J. YOUNG** Principal/Director

Provides agency oversight, marketing/advertising/creative strategies, and client brand positioning. Teams with clients directly to help target message and delivery. Teams with agency creative director and art director on overall creative direction, presentation, and delivery.

**April 2007 - Present**

SIX The Agency — Principal/Director

**April 2006 - February 2007**

Evolve Design Group — Director of Client Services

**January of 1996 - March 2006**

Montanna & Associates — Director of Marketing & Business Development

**Seminole Community College**

**Long Island University (CW Post)**

**JASON KUCHARSKI** Senior Creative Director

Teams with agency director and creative team to introduce targeted creative direction for both print and digital projects/campaigns. Provides upper-level project management to select client digital and advertising production projects.

**October 2009 - Present**

SIX The Agency — Senior Creative Director

**June 2005 - August 2008**

Evolve Design Group — Associate Creative Director

**April 2000 - May 2005**

DaynerHall Marketing & Advertising — Art Director

**Daytona State College**

A.S. Photo/Graphic Studies and Marketing

**STACEY MORTENSEN** Chief Financial Officer

Oversees SIX financial department including accounts payables, accounts receivables, and billings. Teams with agency director, bookkeeper, and agency accountant to ensure financial viability.

**March 2019 - Present**

SIX The Agency — Chief Financial Officer

**Previously**

Early in her career, Stacey was responsible for helping a rapidly growing production company scale to align with long-term strategies. Since then, she has worked as a consultant for companies seeking to establish and maintain a strong financial foundation and operational structure.

**University of Florida**

**Rollins College**

**ELIZABETH BUCCIANTI** Director of Public Relations

Teams with clients to introduce targeted communications strategies and messaging. This position oversees all client media communications while working in tandem with our agency communications specialist.

**February 2014 - Present**

SIX The Agency — Director of Public Relations

**July 2011 - January 2014**

Independent Communications Consultant

**May 2010 - June 2011**

Vantage Communications — Senior Account Executive

**University of Central Florida**

*(Continued on next page)*

**JOHN TERRY** Accounts Director/Senior Copywriter

Oversees project management team in regard to asset collection, organization, and scrutiny. Teams with agency director, creative director, and project managers to originate SIX generated messaging, copywriting, and grammatical positioning. Communicates directly with clients to ensure agency account performance.

**June 2012 - Present**

SIX The Agency — Accounts Director/Senior Copywriter

**February 2000 - June 2012**

Channel Intelligence — Marketing Communications Manager

**November 1985 - February 2000**

The Orlando Sentinel / Tribune Publishing — Editor, Writer, Online Producer

**Wabash Valley College**

A.S. in Radio and TV Broadcasting

**University of Central Florida**

Undergraduate studies in Journalism and Mass Communication

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**JORDYN YOUNG** Senior Project Manager

Teams with both agency director and accounts director to communicate directly with client to organize project assets. Together with agency account, creative and art directors' teams to ensure accuracy with project asset collections, organization, and presentation.

**May 2020 - Present**

SIX The Agency — Senior Project Manager

**May 2019 - August 2019**

Uproar PR — Public Relations Intern

**February 2019 - May 2019**

Orlando City Soccer — Communications Intern

**University of Central Florida**

B.A. in Advertising-Public Relations  
MBA (2023)

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**THOMAS PEÑA** Senior Art Director/Designer

Teams with agency creative director and design team to introduce art direction in regard to client print, digital, and advertising production projects. Provides upper-level assistance with digital and technical projects.

**December 2013 - Present**

SIX The Agency — Senior Art Director/Designer

**September 2011 - November 2013**

SunDance Graphics — Designer

**January 2011 - September 2011**

Mama's Sauce — Designer

**Valencia College**

A.S. Graphic and Interactive Design

*(Continued on next page)*

**GABRIELLE WRIGHT** Communications Specialist

Teams with agency director and director of public relations on all client public relations communications and social media oversight. Oversees media outreach and strategy implementation alongside agency PR director. Also teams to generate media communications messaging.

**August 2017 - Present**

SIX The Agency — Communications Specialist

**January 2017 - April 2017**

Clean the World — Copywriting Intern

**September 2016 - December 2016**

Chatter Buzz Media — Social Media Intern

**University of Central Florida**

Advertising and Public Relations

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**STEPHANIE DE SOUSA** Director of Creative Services/Designer

Oversees creative department execution, accuracy, and efficiency. Teams with agency creative director, art director, and design team on print, digital, and advertising production projects throughout all design phases.

**May 2015 - Present**

SIX The Agency — Director of Creative Services/Designer

**December 2014 - April 2015**

SIX The Agency — Junior Project Manager/Intern

**December 2006 - March 2015**

Carolyn Allen's Bridals & Tuxedos — Manager's Assistant/Graphic Designer

**Valencia College**

A.S. Graphics Technology-Interactive Design

T.C. Graphics-Interactive Design Support

**University of Central Florida**

B.A. Journalism, Cum Laude

B.A. History, Cum Laude

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**RONNY VARELA** Graphic Designer

Teams with both agency creative director and art director on print, digital, and advertising production projects.

**January 2020 - Present**

SIX The Agency — Graphic Designer

**August 2019 - December 2019**

Intern Pursuit — Graphics and Web Design Intern

**September 2012 - December 2019**

Costa Rica Cabinets — Vice President and Installer

**Valencia College**

A.S. in Graphic & Interactive Design Specializing in Print Design

A.S. in Graphic & Interactive Design Specializing in Web Design

4.3 The Proposer should demonstrate with narrative, references, or other verifiable evidence, that the Lead Individual to be assigned to the Authority's account is a capable and experienced creative design marketing specialist and has had first-hand experience since January 1, 2016, in providing the services included in the Scope of Services to major clients. It is preferred that the Lead Individual has at least ten (10) year experience in creative design marketing and advertising production services.

As both a former director of marketing and director of business development for a recognized Central Florida-based interior design and architectural firm, Michael J. Young ("Lead Individual") has more than 20 years of qualified marketing, business development, and creative design marketing experience. Michael specializes in teaming with brands to uniquely position them for success. Former and current brands Michael has collaborated with include SITA Aero, Mars/M&M's, Orlando Ballet, Tavistock Group, Orlando International Airport, iStudio Salons, and Starwood/Westin.

Michael's extensive experience with B2B and B2C campaign development includes major airport creative engagements, local/community campaigns, and international multicultural campaigns. He has teamed with SITA Aero on major airport projects that include communicating and collaborating with airport officials and U.S. Customs and Border Protection.

## REFERENCES

### VICTORIA JARAMILLO

Senior Director of Marketing & Air Service Development, Orlando International Airport  
407-825-3898 vjaramillo@goaa.org

Teamed with Vicki and Orlando International Airport marketing department as an approved creative marketing vendor since 2014. This includes collaborating on a project with GOAA and SITA Aero to introduce MCO as the first airport in the U.S. to introduce the Automated People Control (APC) kiosks.

### BETSY GARDNER ECKBERT

President/CEO, Winter Park Chamber of Commerce  
407-643-1699 bgardnereckbert@winterpark.org

Teamed with Betsy and the Winter Park Chamber of Commerce on branding and creative marketing strategies for multiple chamber events. SIX has collaborated with Betsy and the Winter Park Chamber, including the City of Winter Park, since 2013. SIX also rebranded the Winter Park Chamber of Commerce.

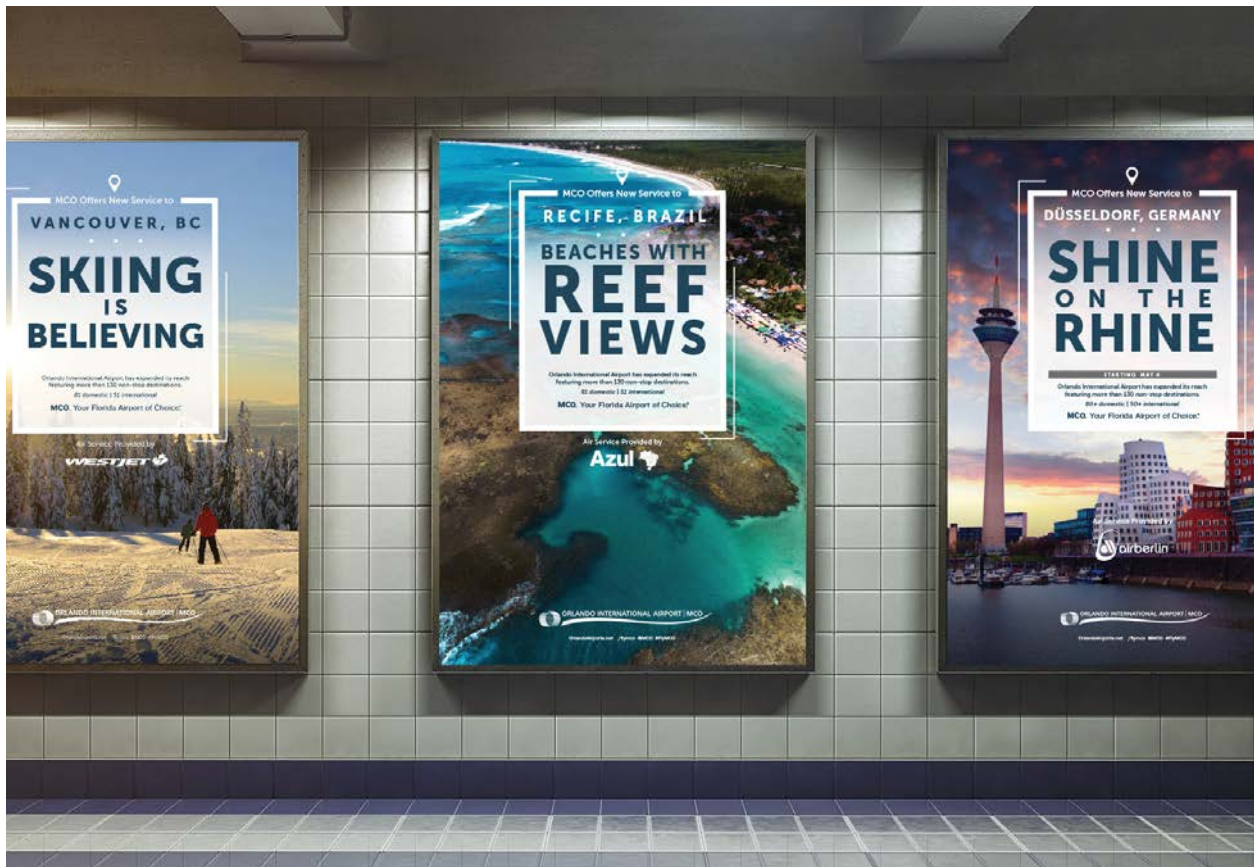
### RAY SCOTT, AIA, NCARB

President, Scott + Cormia Architecture and Interiors  
407-838-2562 rscott@scottcormia.com

As a mentor and client, Michael has teamed with Ray and his architectural and interior design firm, since 2007. This includes his architectural firm and multiple client commercial and residential development projects. SIX also rebranded Ray's company, Scott + Cormia Architecture and Interiors.

4.4 The Proposer shall provide a digital portfolio demonstrating the Proposer's experience in developing messaging based on different target audiences and customer needs (cater for cultural differences). The digital portfolio shall include samples of B2B and B2C advertising creative, digital banner ads, broadcast commercials, billboard design, collateral material, trade show material, promotional items, booth and event branding, in-stadium digital animation, video development and production, website redesign, and client branding for three (3) past and/or current clients. The samples shall not to exceed five (5) assets per client.

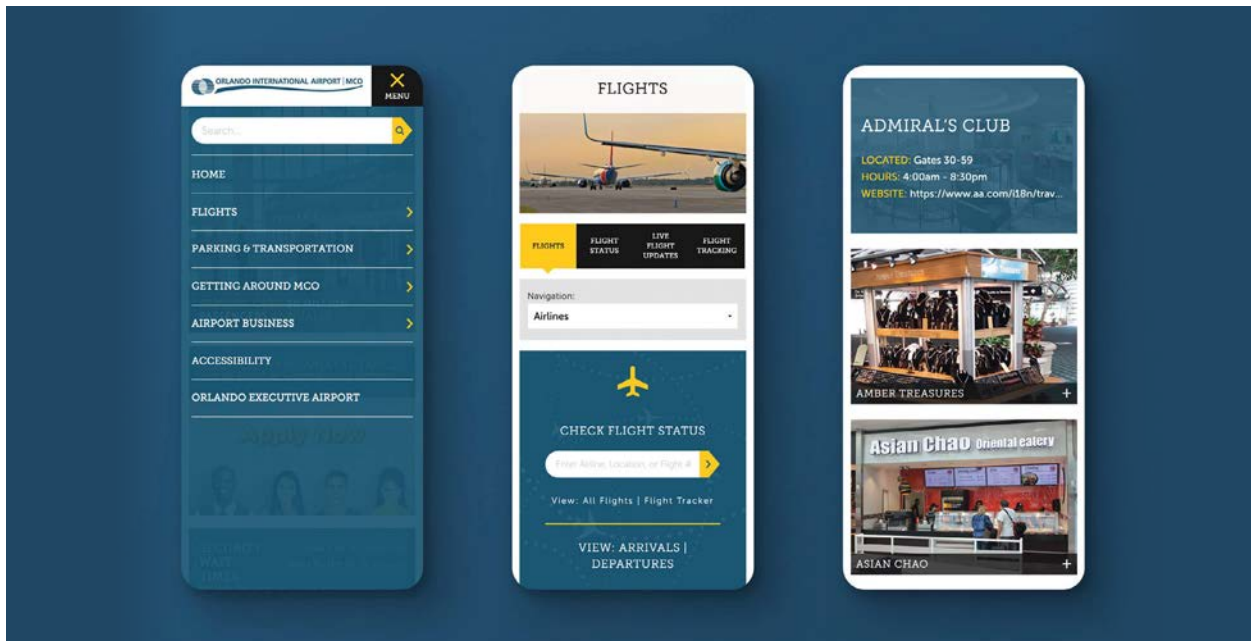
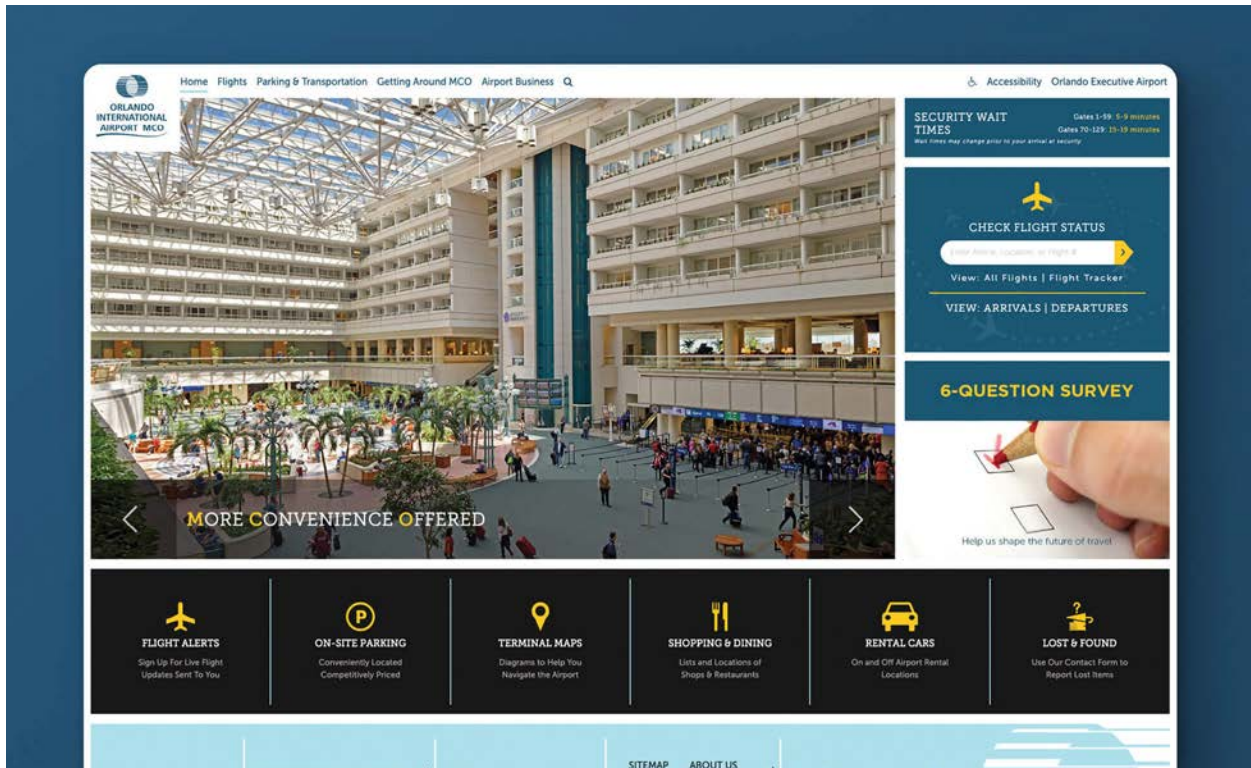
### EXAMPLE 1: ORLANDO INTERNATIONAL AIRPORT



B2C Advertising Creative (New Air Service Campaign)

(Continued on next page)

**EXAMPLE 1: ORLANDO INTERNATIONAL AIRPORT** (Continued)



Website Redesign: [OrlandoAirports.net](http://OrlandoAirports.net)

(Continued on next page)

**EXAMPLE 1: ORLANDO INTERNATIONAL AIRPORT** *(Continued)*

In-Stadium Digital Animation (UCF Basketball)



Scorers' Table 1280x64



Center Hung Ring 3216x144



LED Fascia 2112x40

**EXAMPLE 1: ORLANDO INTERNATIONAL AIRPORT** *(Continued)*



Video Development & Production (Get More with MCO TV Spot)

*(Continued on next page)*



**EXAMPLE 1: ORLANDO INTERNATIONAL AIRPORT** (Continued)



Booth & Event Branding (Chalet)



Doors



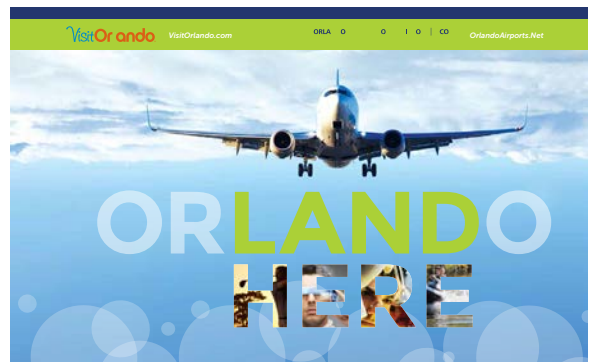
Front Wall



Left Side



Right Side



Back

**EXAMPLE 2: ORLANDO BALLET COMPANY**

The image displays two views of the Orlando Ballet website. The top view is a desktop browser view of the 'Ballet Ball 2021' event page. The header includes the Orlando Ballet logo and navigation links for Season, OB School, Support, The Company, Community, About Us, and Select Language. The main content area features a large image of a man in a top hat and a red coat, with the text 'Ballet Ball 2021' and 'A Night in 19th Century Paris'. Below this are three columns: 'Reserve Tickets', 'Support Us', and 'Orlando Ballet School', each with a 'Learn More' button. A 'Spotlight' section at the bottom shows three images: three ballerinas, the Ballet Ball event, and the exterior of the Dr. Phillips Center for the Performing Arts.

The bottom view is a mobile phone view of the 'The Sleeping Beauty' performance page. It shows the performance dates (October 23, 24, and 25) and the venue (Dr. Phillips Center for the Performing Arts). The text describes the performance as 'A Charming Classic With Enchanting Choreography' and mentions it is the world premiere of Robert Hill's production.

Website Redesign: [OrlandoBallet.org](http://OrlandoBallet.org)

(Continued on next page)

**EXAMPLE 2: ORLANDO BALLET COMPANY** (Continued)



Event Branding/Collateral Material (Tribute to Harriett Gala Invite)

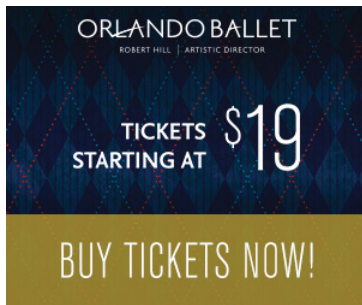


Billboard Design

(Continued on next page)

**EXAMPLE 2: ORLANDO BALLET COMPANY** (Continued)

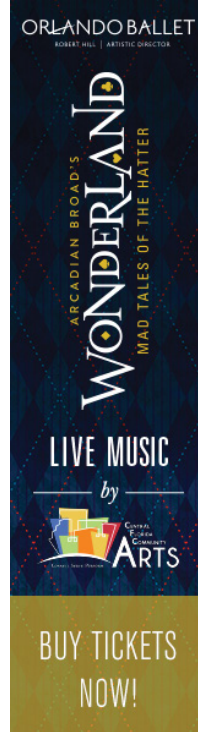
Digital Banner Ads



300x250 Animated Gif



160x600 Animated Gif



728x90 Animated Gif

(Continued on next page)

**EXAMPLE 2: ORLANDO BALLET COMPANY** (Continued)



Collateral Material (Subscriber Ticket Package)

**EXAMPLE 2: IStudio SALONS**



Video Development & Production (Introduction to iStudio Salons Promotional Video)

*(Continued on next page)*

**EXAMPLE 3: ISTUDIO SALONS** (Continued)



Client Branding (Environmental Graphics)

*(Continued on next page)*

**EXAMPLE 3: IStudio Salons** (Continued)



Collateral Material (Direct Mailer)

*(Continued on next page)*



**EXAMPLE 3: IStudio SALONS** (Continued)



Collateral Material (Brochure)



Collateral Material/Event Branding (Save the Date/Invites)

4.5 The Lead Individual must be responsible on all matters related to communication and coordination of the projects.

As the Lead Individual for SIX The Agency, Principal/Director Michael J. Young is ultimately responsible for all communications and project coordination between GOAA and the agency. Although other team members will be involved in day-to-day communications and project administration, Michael remains GOAA's primary contact and is ultimately responsible for the multi-discipline creative work developed on behalf of the Authority.

4.6 The Proposer shall demonstrate that it can handle such actions as the Aviation Authority may reasonably request within the Scope of Services responsibilities, inclusive of possible re-branding should it prove to be beneficial, in this Agreement. Proposer shall provide examples of a re-branding project in which the Proposer and Engagement Team were involved. Proposers may include all digital and print content, including graphics and videos, which best represent the type and range of the Proposer’s advertising production services and creative design marketing.

**REBRAND EXAMPLE 1: PHIL KEAN DESIGN GROUP**



Branding/Logo, Brand Guidelines & Signage

**REBRAND EXAMPLE 1: PHIL KEAN DESIGN GROUP** (Continued)



Website [PhilKeanDesigns.com](http://PhilKeanDesigns.com)

REBRAND EXAMPLE 2: ALMUT BELOTE JEWELRY



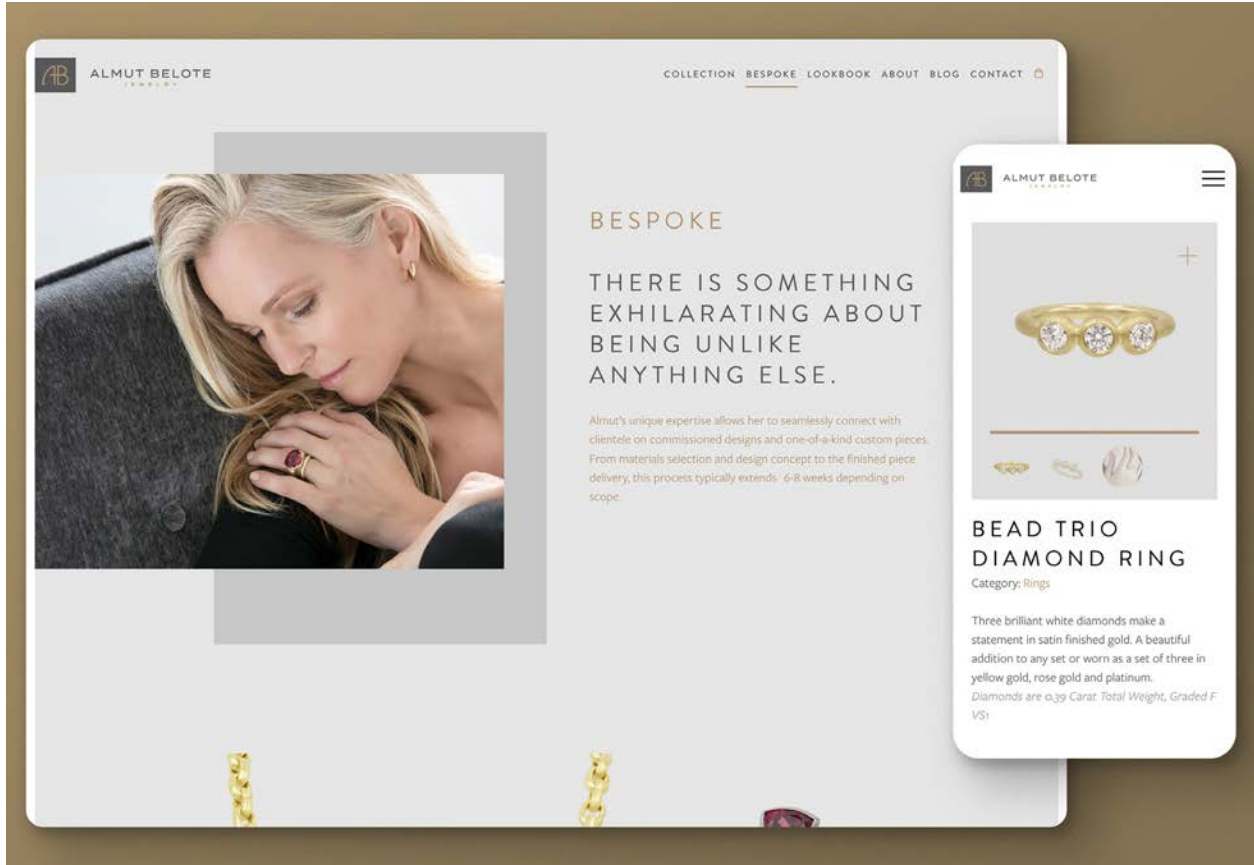
Branding/Logo. Exterior Signage



Business Card



**REBRAND EXAMPLE 2: ALMUT BELOTE JEWELRY** (Continued)



Website [AlmutBeloteJewelry.com](http://AlmutBeloteJewelry.com)



Marketing Collateral



Print Ads

**REBRAND EXAMPLE 3: IVANHOE PARK BREWING CO. (Continued)**



Branding/Logo, Exterior Signage



Core Beer Can Designs

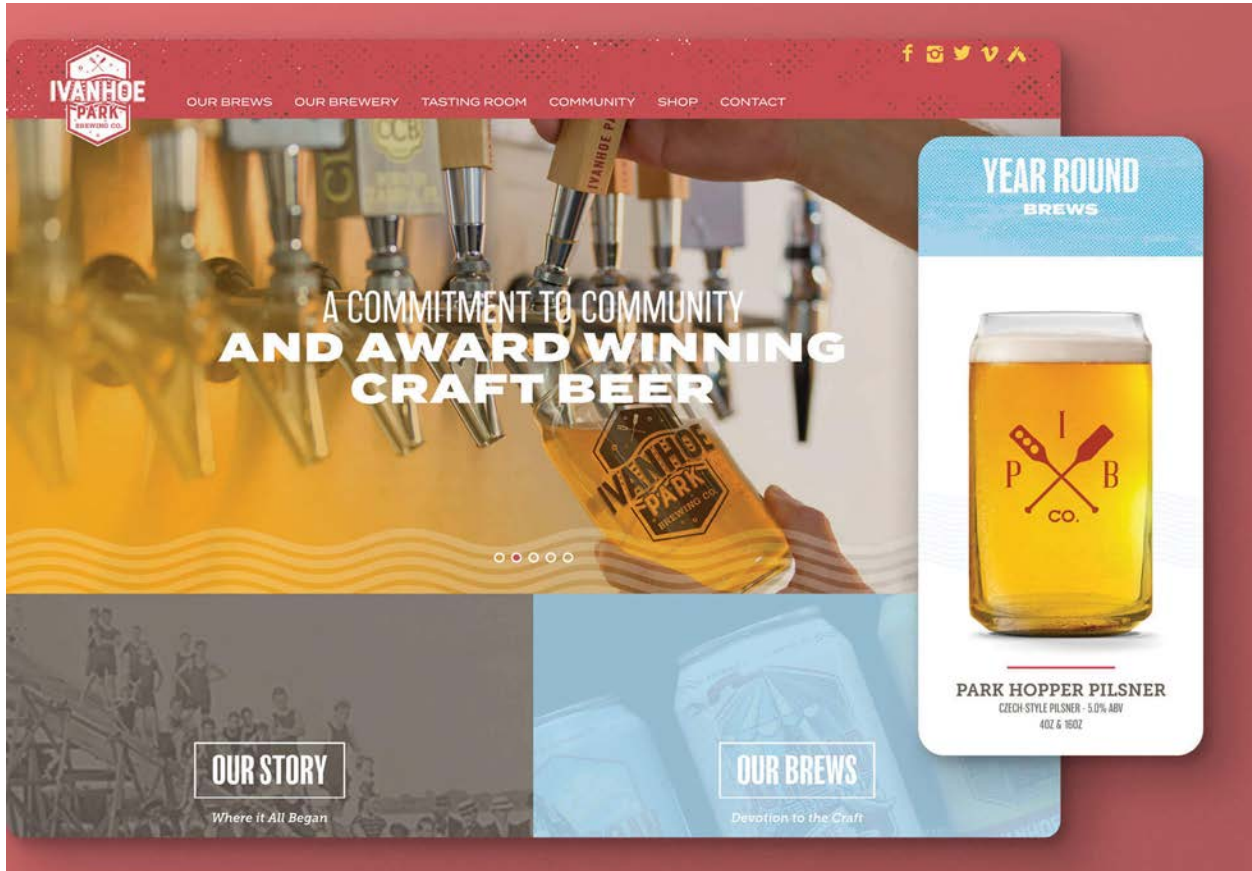


Custom Branded Beer Flight Board



Custom Branded Tap Handles

REBRAND EXAMPLE 3: IVANHOE PARK BREWING CO. (Continued)



Website [IvanhoeParkBrewing.com](http://IvanhoeParkBrewing.com)



Branded Environments



REBRAND EXAMPLE 4: AXIOM FINE ART | CONSULTING



Branding/Logo



Exterior Signage



Business Card

**REBRAND EXAMPLE 4: AXIOM FINE ART | CONSULTING** (Continued)



Collateral and Stationery

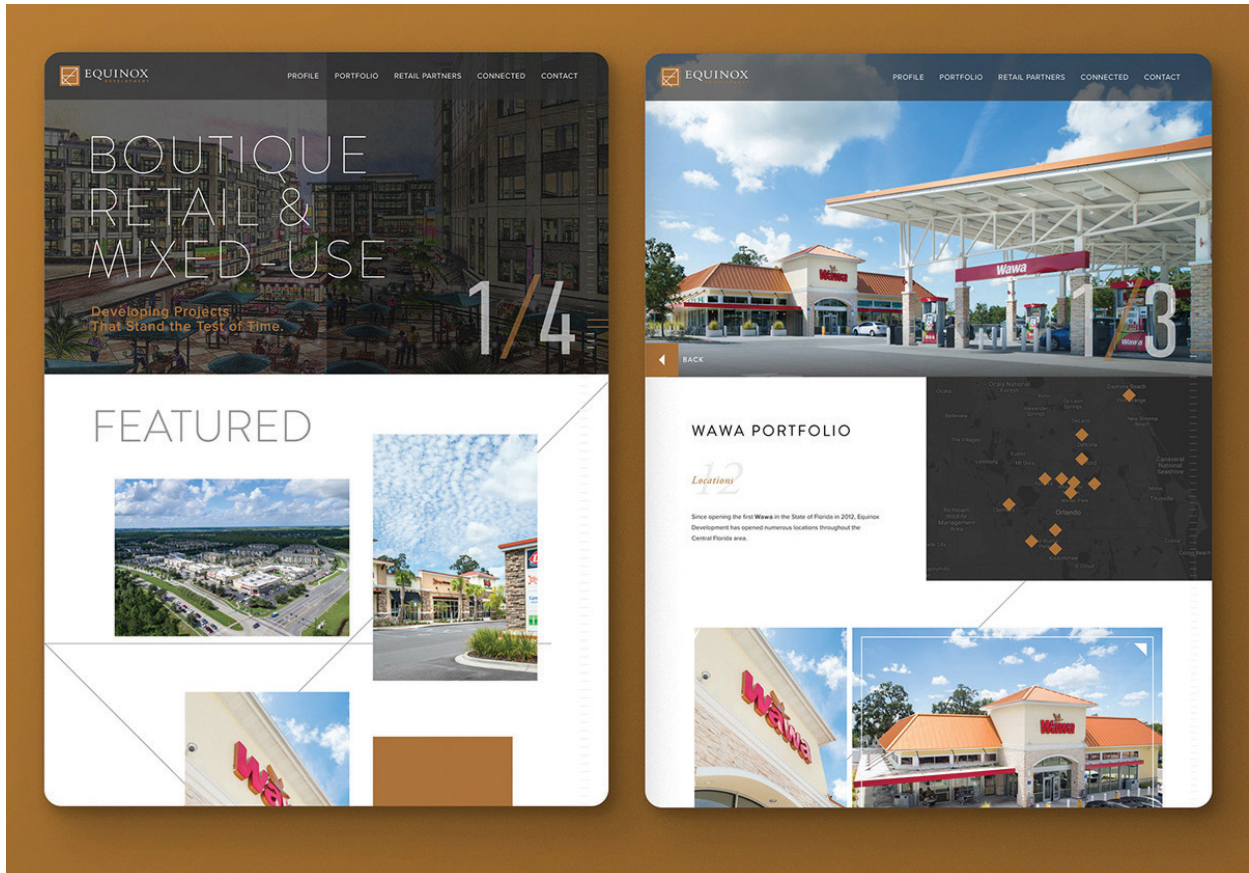


Branded Service Vehicles

REBRAND EXAMPLE 5: EQUINOX DEVELOPMENT (Continued)



Branding/Logo



Website [Equinox-Development.com](http://Equinox-Development.com)

**REBRAND EXAMPLE 5: EQUINOX DEVELOPMENT** (Continued)



Business Card and Stationery

**REBRAND EXAMPLE 6: OXFORD EYES**



Branding/Logo, Exterior Signage



Business Card

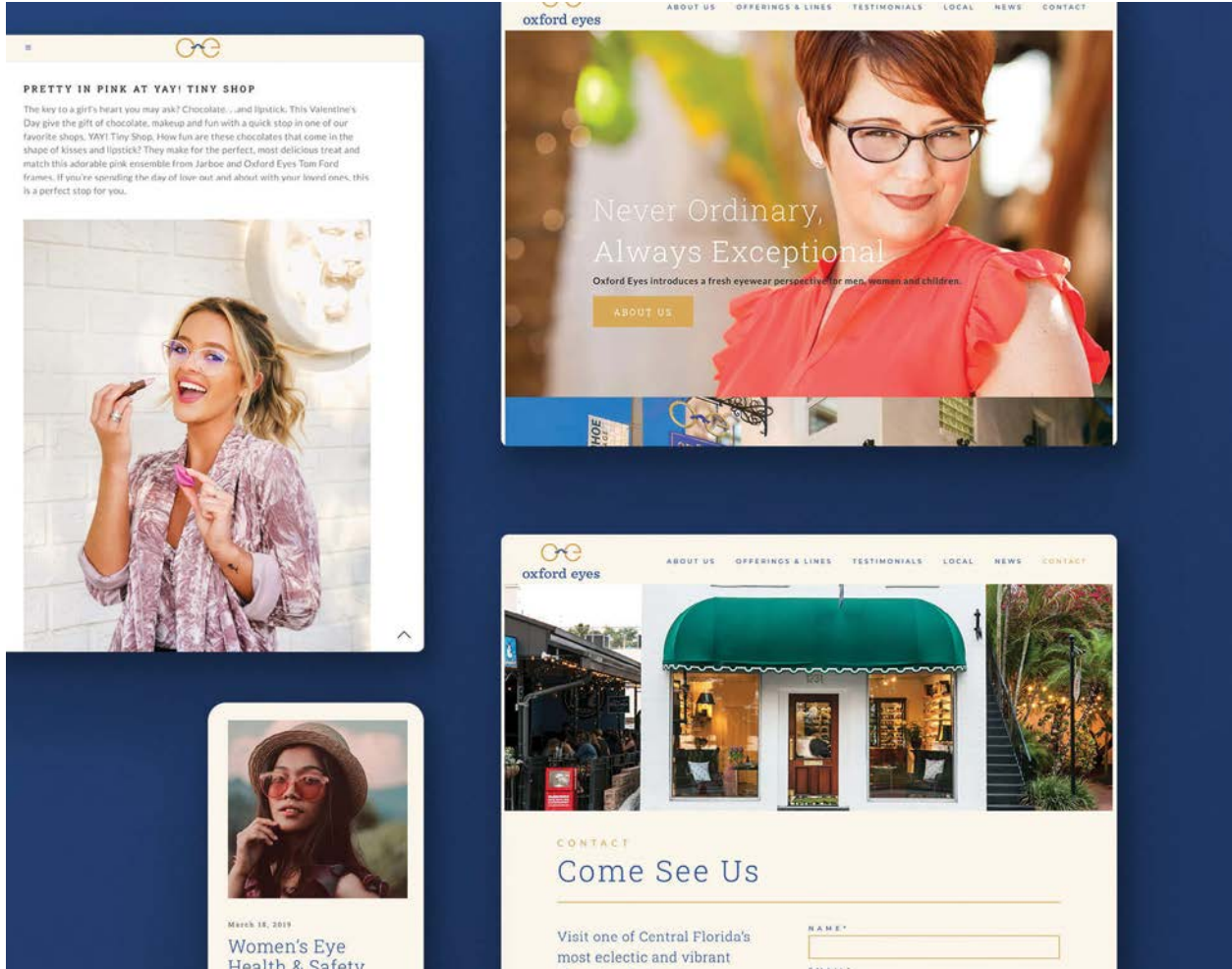


Print Ads

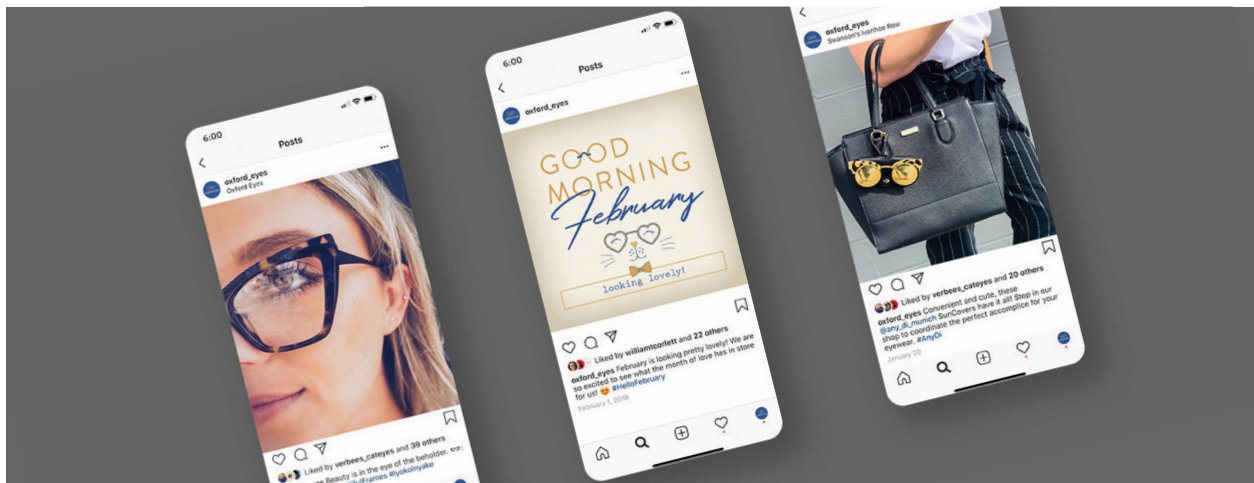


Branding/Logo, Exterior Signage

**REBRAND EXAMPLE 6: OXFORD EYES** (Continued)



Website [OxfordEyes.com](http://OxfordEyes.com)



Branded Social Media

REBRAND EXAMPLE 7: WIRED TECHNOLOGIES GROUP



Branding/Logo



Business Card

REBRAND EXAMPLE 8: ARCHER UNMANNED AIR SYSTEMS



Branding/Logo



Branded Deployment Box



Air Vehicle



**REBRAND EXAMPLE 9: WINTER PARK CHAMBER OF COMMERCE**



Branding/Logo



Branding/Logo, Brand Guidelines & Signage

## 5. SPECIFIC APPROACH AND METHODOLOGY

The Proposer shall provide a written description of the Proposer's approach and methodology to the Scope of Services. The Proposer shall include a concise description of the Proposer's skill set and communication plan.

SIX is not the typical agency. By building a transparent, trusting relationship, we get the insights necessary to properly position the client's story. Our creative sensibilities are complemented by our human sensibilities, and balanced with an awareness of current cultural and market norms and trends.

In addition to a close working relationship with the agency director, our clients deal directly with the art director, creative director, and PR director to ensure transparency and frictionless project management. Our collective is a unique, talented core that will serve the Authority's mission by drawing on six years of experience executing creative campaigns and projects for Orlando International Airport.

In order to elevate, differentiate, and position GOAA for even greater success, we will engage your team on a weekly touch-base call to ensure there is never any question about the status and timeline of projects in various stages of the queue. Designated SIX team members will be available for email and phone conversations as needed to ensure your comfort level. And together, we will define campaign-specific key performance indicators (KPIs) to measure success.

In the broader context, we benefit our clients through a unique two-fold alignment of brand services:

- 1 — Originating world-class branding, creative campaigns, and visual communications that simultaneously engage and sell. Complementing large and small clients alike, SIX works to position brands for optimal market placement and targeted revenue opportunities.
- 2 — Harnessing both key media relationships and creative thinking to hatch innovative communication campaigns, SIX PR effectively defines and executes on our client's strategic public relations goals.

## 6. TRANSITION PLAN

Proposer shall submit a detailed transition plan with its SOQ. This plan shall describe in detail the process that would be followed to implement the services to be provided pursuant to the Scope of Services. This plan shall also include time frames and information that would be required for such services to be fully operational and include a sample timeline (with an explanation of how this timeline would be used in the transition process.)

Having teamed with our hometown airport, MCO, since 2014 on select domestic and international marketing department creative initiatives, SIX is uniquely poised to ensure a simple and seamless transition for GOAA to a new agency of record. The Greater Orlando Aviation Authority is already set up as a client within our accounting and CRM systems, and all core GOAA/MCO assets are quantified and organized on our file server. Through our work with multiple GOAA departments, SIX has developed comprehensive familiarity with the Authority's communication style, marketing nomenclature, and short- and long-term facilities growth goals. Upon execution of the agreement, SIX will initiate the following activities in the first 30 to 45 days:

1. Connect with all GOAA departments to schedule an introductory meeting or re-establish pre-existing relationships.
2. Meet with each department to identify needs, immediate priorities, deadlines, and goals for the next three months, six months, and year.
3. Meet with each department to review our recommendations and proposed timeline, and to further refine plans based on an ongoing needs assessment.

**PARALLEL ACTIVITIES:** Please note that SIX is prepared to promptly commence creative work on essential tasks to meet any and all pending project deadlines.

## 7. FINANCIAL STATEMENTS

Proposers must provide most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years. This financial documentation shall be submitted in a sealed envelope, and included with the original copy of the printed SOQ. The sealed envelope should be clearly labeled as follows: "Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure". Include the title "Advertising Production Services (PS-647)" and the Proposer's firm name on the sealed envelope. (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

Please refer to the attached envelope labeled **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure."**

## 8. CLAIMS INFORMATION

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying:

- The project involved.
- The parties involved.
- The nature of the claim(s).
- Amount at issue.
- Disposition or status.
- Litigation, case style, number, and jurisdiction.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

Six Degrees Marketing Insights and Creative, LLC (DBA "SIX The Agency) is not currently a named party in any lawsuits, arbitrations, or claims, nor have we been within the past five years — or ever. We abhor professional and personal conflict, and don't allow those situations to develop.

## 9. ENGAGEMENTS WITH OTHER AIRPORT(S) AND GOVERNMENTAL ENTITIES

The Proposer shall provide a brief description of the Proposer's governmental entity, private sector and airport experience within the last five (5) years that demonstrates their experience with Advertising Production Services.

Led by agency director Michael J. Young, SIX The Agency has teamed with several key GOAA departments over the past six years on advertising production services and creative campaigns. The bulk of our work has been with the marketing department. However, we've had the good fortune to team with SITA Information Technologies on key SITA initiatives for Orlando International Airport, Miami International Airport, and Daniel K. Inouye International Airport (Honolulu). These projects were specifically focused on the Automated Passport Control Kiosks (APC Kiosks) located in each airport, with SIX designing customized interfaces based on each unique market.

SIX evolved and implemented language and visuals aimed at the international traveler with the goal of creating approachable airport technologies. During the Orlando, Miami, and Honolulu International Airport projects, SIX coordinated and oversaw all project communications/scheduling with U.S. Customs & Border Protection (USCBP). This included direct communications with Jennifer Bradshaw, Area Port of Jacksonville Chief/Supervisor for the Department of Homeland Security.

SIX has also teamed with the City of Winter Park and the Winter Park Chamber of Commerce on rebranding, key Winter Park events, and most recently, branded curbside kiosks to assist in driving local traffic to Winter Park area restaurants and retail establishments. Our goal was to encourage locals while creating a user-friendly, efficient, and elevated curbside pick-up experience.

## 10. REFERENCES

10.1 The Proposers' references should demonstrate that it has the experience required, and has satisfactorily performed the services within the Scope of Services. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with private sector, airport or public entity accounts of similar size, complexity, as the Aviation Authority.

10.2 The Proposer shall provide a minimum of three, but no more than five, references of the Engagement Team that demonstrate: (i) the Proposer satisfies the Minimum Requirements as described in Section 3 of the Submission Requirements; (ii) the Engagement Team has the experience to perform the services required by this RFO; and (iii) the reputation of the Proposer and the Engagement Team. At a minimum, Proposer shall provide the following information for each reference:

10.2.1 Name

10.2.2 Address

10.2.3 Contact person

10.2.4 Telephone number and email address of contact person 10.2.5 Time period during which services provided

10.2.6 Description of services provided

10.2.7 Status (current or past client)

10.3 The Proposer shall provide a list of any clients to whom the Proposer has provided Advertising Production Services on or after January 1, 2015, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

The following five client references reflect SIX The Agency's competence and past executions that qualify us to complete the requested scope found in this RFP. Other references are available upon request. All references reflect advertising production, creative services and strategies, and rebranding projects initiated after January 1, 2015.

*(Continued on next page)*

## GREATER ORLANDO AVIATION AUTHORITY (GOAA)

Orlando International Airport  
1 Jeff Fuqua Blvd.  
Orlando, Florida 32827

**Vicki Jaramillo**, Senior Director, Marketing & Air  
Services Development  
407-825-3898 vjaramillo@goaa.org

**Time Period:** January 2014 - Present

**Services Provided:** Branding, Positioning, Storytelling, Website Design, Creative Campaigns for both Community & International Audiences, Print Design (Community Focused), Print Design (International Focus), TV Commercials, Custom Video Pieces, Environmental Signage Design, Photography Oversight, Digital Design, Billboard Design, Stadium Digital Banners Design (Exploria Stadium, Amway Center, University of Central Florida Spectrum Stadium, TIAA Bank Field -Jacksonville Jaguars), Trade Show Booth Design, Events Branding, Promotional Items Design, Retractable Banners

**Client Status:** Current

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## CHARLES CLAYTON CONSTRUCTION

2250 Lee Road, Suite 120  
Winter Park, Florida 32789

**Paul Pistulka**, CEO  
407-628-3334 PDPISTULKA@aol.com

**Time Period:** March 2008 - Present

**Services Provided:** Rebranding, Visual Identity Design, Positioning, Storytelling, Website Design, Print Design, Billboard Design, Environmental Signage Design, Media Management, Social Media Management, Digital Design, Photography Oversight

**Client Status:** Current

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## ORLANDO BALLET COMPANY

600 N. Lake Formosa Drive  
Orlando, Florida 32804

**Cheryl Collins**, Executive Director  
407-426-1733 ccollins@orlandoballet.org

**Time Period:** November 2014 - Present

**Services Provided:** Rebranding, Visual Identity Design, Positioning, Storytelling, Website Design, Print Design, TV Commercial Oversight, Environmental Signage Design, Photography Oversight, Social Media Management, Digital Design, Billboard Design, Digital Signage (Amway Center), Digital Banners, Media Management, Events Branding, Public Relations Services

**Client Status:** Current

*(Continued on next page)*



## ALMUT BELOTE JEWELRY

420 E. Church Street, Suite 113  
Orlando, Florida 32801

**Almut Belote**, Creative Director/Owner  
407-203-0909 almut@almutbelotejewelry.com

**Time Period:** January 2016 - Present

**Services Provided:** Branding, Visual Identity Design, Positioning, Storytelling, Website Design, Print Design, Tradeshow Booth Design, Environmental Signage Design, Photography Oversight, Marketing Collateral Design, Digital Design, Media Management, Events Branding

**Client Status:** Current

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## OXFORD EYES

1213 N. Orange Avenue  
Orlando, Florida 32804

**Verbelee Nielsen-Swanson**, Founder  
407.463.8383 verbelee@oxfordeyes.com

**Time Period:** October 2016 - Present

**Services Provided:** Branding, Visual Identity Design, Positioning, Storytelling, Website Design, Print Design, Tradeshow Booth Design, Environmental Signage Design, Photography Oversight, Marketing Collateral Design, Digital Design, Media Management, Video Oversight, Social Media Management, Events Branding and Management, Public Relations Services

**Client Status:** Current

## II. PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, AND CONFLICTS OF INTEREST

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to conducting Advertising Production Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFQ or an affirmative statement that there are none. The Proposer must also describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are none.

Neither SIX The Agency or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with any convictions, indictments, investigations, or regulatory investigations, either civil or criminal, in the past five years. Furthermore, there are no known conflicts of interest with the Greater Orlando Aviation Authority ("GOAA").

## 12. PROOF OF INSURANCE

Proposer shall include in the SOQ evidence of the Proposer's ability to provide the insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter), as detailed in the General Requirements, Paragraph 8, Insurance Requirements.

Please see documents on the following pages.



SIXDEGR-03

ASHFORDA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

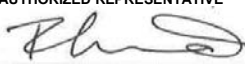
PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: <b>Sandra Harrelson</b>	
	PHONE (A/C, No, Ext): <b>(407) 212-3559</b> FAX (A/C, No):	
	E-MAIL ADDRESS: <b>Sandra.Harrelson@ioausa.com</b>	
INSURED  <b>Six Degrees Marketing Insights and Creative 1600 W. Princeton St. Orlando, FL 32804</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Mount Vernon Fire Insurance Company</b>	<b>26522</b>
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>CX 2550091G</b>	<b>10/9/2019</b>	<b>10/9/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>Excluded</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Additional Insured - Lessors of Premises: Swanson Family Partnership LTD Location: 1217 B North Orange Avenue Orlando, FL 32804**

<b>CERTIFICATE HOLDER</b>  <b>Greater Orlando Aviation Authority (GOAA)</b> <b>One Airport Boulevard</b> <b>Orlando, FL 32827-4399</b>	<b>CANCELLATION</b>  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  



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 25, 2020

Greater Orlando  
Aviation Authority (GOAA)  
1 JEFF FUQUA BLVD  
ORLANDO FL 32827-4392

#### Account Information:

<b>Policy Holder Details :</b>	Six Degrees Marketing Insights And Creative Inc
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#### Contact Us

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Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (877) 287-1312

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/25/2020

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> PAYCHEX INSURANCE AGENCY INC/PAC 76250881 150 SAWGRASS DRIVE ROCHESTER NY 14620	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (877) 266-6850 <small>(A/C, No, Ext):</small>	<b>FAX</b> (585) 389-7894 <small>(A/C, No):</small>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Hartford Casualty Insurance Company	
	<b>NAIC#</b> 29424	
<b>INSURED</b> SIX DEGREES MARKETING INSIGHTS AND CREATIVE INC 1600 W PRINCETON ST ORLANDO FL 32804-4852	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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 EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <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			76 WEG AD7MYC	08/05/2020	08/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 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)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Greater Orlando  
 Aviation Authority (GOAA)  
 1 JEFF FUQUA BLVD  
 ORLANDO FL 32827-4392

**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

*Susan L. Castaneda*

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## 13. MINORITY AND WOMEN BUSINESS ENTERPRISE AND/OR LOCAL DEVELOPING/VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS

13.1 All Proposers are hereby notified that they are highly encouraged to comply with: 1) the Minority and Women Business Enterprise (“MWBE”) program requirement as defined in the Aviation Authority’s MWBE Policy, and 2) the Local Developing Business/Veteran Business Enterprise (“LDB/VBE”) program requirement as defined in the Aviation Authority’s LDB/VBE Policy. The Policies along with certified MWBE and LDB/VBE Directories are available on-line at the Aviation Authority’s web site: [http://www.orlandoairports.net/small\\_business](http://www.orlandoairports.net/small_business).

13.2 The Aviation Authority has not set a MWBE or LDB/VBE participation goal for this RFQ, however, MWBE and/or LDB/VBE participation is highly encouraged.

13.3 The Proposer shall prepare a written action plan that demonstrates the Proposer’s understanding of the MWBE and LDB/VBE participation programs, and how the Proposer could achieve participation for these types of Services. Proposers shall be solely responsible for confirming MWBE and LDB/VBE Proposer’s experience, capacity, certification and any other information related to the services.

13.4 Any MWBE and LDB/VBE certified firms are encouraged to propose. Despite not having any specific goals for this RFQ, the Aviation Authority may select one or more qualified MWBE and/or LDB/VBE firms for inclusion on the selected team, if such inclusion best meets the needs of the Aviation Authority in its exclusive discretion.

13.5 Please indicate if your firm is MWBE or LDB/VBE certified, and include in an appendix documentation regarding certification. The Aviation Authority reserves the right, after the receipt of proposals, to request, review and consider additional information and documentation regarding MWBE and LDB/VBE certification.

13.6 For firms not currently certified as an MWBE or LDB/VBE firm by the Aviation Authority, the Aviation Authority’s Small Business Liaison Officer will accept certification from the following Directories:

13.6.1 GOAA Business Diversity Management System:

<https://goaa.diversitycompliance.com/TN=goaa>

13.6.2 Orange County: <http://apps.ocfl.net/orangebids/minorityvendorlisting/default.asp>

13.6.3 City of Orlando: <https://cityoforlando.mwdbe.com/>

13.6.4 Office of Supplier Diversity (OSD): <https://osd.dms.myflorida.com/directories>

13.6.5 FDOT: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomerSearch.aspx>

13.7 Questions concerning the MWBE and LDB/VBE (DBE) program can be addressed to the Aviation Authority’s Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: [george.morning@goaa.org](mailto:george.morning@goaa.org), or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: [sjiawan@goaa.org](mailto:sjiawan@goaa.org).

SIX fully understands and supports Orlando International Airport’s desire to engage and subcontract MWBE and LBE/VBE businesses. SIX is eager to team with Minority (MBE) and Women-Owned Businesses (WBE), vendors, and subcontractors at the discretion of the Greater Orlando Aviation Authority. This also applies to Disadvantaged Business Enterprises (DBE), Local Developing Businesses (LDB), and Veteran Business Enterprises (VBE).

Our agency is a fierce advocate for tolerance and equality, and we have a long-standing public persona of complementing equality in all its beautiful forms.

SIX has had the privilege to be engaged by several notable women-owned businesses, including:

- |                          |                           |                                       |
|--------------------------|---------------------------|---------------------------------------|
| 1. AGENCY Y              | 8. CLR Development        | 15. Elizabeth Scovil Heart Foundation |
| 2. Almut Belote Jewelry  | 9. BM Interior Design     | 16. Montana & Associates              |
| 3. Oxford Eyes           | 10. 1010 Orange Building  | 17. Paper Goat Post                   |
| 4. Sultre                | 11. Angela Neel Interiors | 18. Suzanne Nichols Group             |
| 5. Blue Diamond Pools    | 12. Brooks Design Studio  | 19. White Lotus Counseling            |
| 6. Dead Dads Club        | 13. Capricci Ricci        | 20. Wolfe Rizor Interior Design       |
| 7. Kelly Price & Company | 14. Charity Kid Connect   |                                       |



## 14. RESPONSE FORMS

Proposer shall complete and submit with its SOQ the Response Forms, Pages RF-1 through RF-2. Failure to do so may cause the SOQ to be deemed as non-responsive.

14.1 PROPOSER'S WARRANTY - The Proposer's Warranty is included in the Response Forms Section, Page RF-1. The form shall be completed and signed by the Proposer's duly authorized representative.

Please see the signed document on the following page.

E. RESPONSE FORMS

PROPOSER'S WARRANTY

This page must be completed, signed and submitted with the Proposal.

The undersigned person by the undersigned's signature affixed hereon warrants that:

1. The undersigned has carefully reviewed all of the materials and data provided in the Proposer's response on behalf of the Proposer and, after specific inquiry, believes all of the material and data to be true and correct;
2. The proposal offered by the Proposer is in full compliance with the Minimum Requirements set forth in this RFQ;
3. The Proposer authorizes the Aviation Authority, its staff or Proposers to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team members;
4. The undersigned has been specifically authorized to accept and commit Proposer to execute the attached Agreement in full compliance with all requirements and conditions as set forth in this RFQ.
5. The Proposer shall provide evidence of the ability of the Proposer to meet the insurance requirements as described in Exhibit "C" of the Agreement for Advertising Production Services.
6. The Proposer shall provide a copy of their Florida registration as a condition to entering into an Agreement with the Aviation Authority. If Proposer elects to use a fictitious name in its Proposal, a copy of Proposer's fictitious name registration shall be provided to the Aviation Authority.
7. The undersigned acknowledges its responsibility to ensure receipt of the entire RFQ and any addenda.

SIX THE AGENCY  
Name of Proposer  
Michael Young  
Signature of Authorized Representative  
MICHAEL J. YOUNG  
Typed or Printed Name of Authorized Representative  
DIRECTOR / PRINCIPAL  
Title  
8.25.20  
Date  
1600 W. PRINCETON STREET  
Address  
Michaeljy@sixtheagency.com  
Email Address  
407.730.3178 X1  
Phone Number

14.2 NO RESPONSE TO RFQ - In the event a potential Proposer elects not to submit a SOQ, such potential Proposer should respond by completing and returning the "No Response to Request for Qualifications" form, Page RF-2, advising the Aviation Authority of the reason for not submitting a SOQ.

Six Degrees Marketing Insights and Creative, LLC (DBA "SIX The Agency") is submitting an SOQ for PS-647. Therefore, there is no need for us to complete and return the "No Response to Request for Qualifications" form.





# SIX SELLS

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**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES  
ADVERTISING PRODUCTION SERVICES (PS-647)  
ORLANDO INTERNATIONAL AND ORLANDO EXECUTIVE AIRPORTS**

Pursuant to the policies and procedures of the Greater Orlando Aviation Authority (“Aviation Authority”), notice is hereby given that Statements of Qualifications are invited from professional firms and individuals (“Proposers”) to submit qualifications for **Advertising Production Services (PS-647)**.

The Aviation Authority is seeking a global creative and media agency to provide ongoing advertising production services that align with the Authority’s marketing and branding needs in the international and domestic markets. The firm shall develop advertising campaigns for targeted global audiences, which may include B2B and B2C advertising creative, digital banner ads, broadcast commercials, billboard design, collateral material, trade show material, promotional items, booth and event branding, in-stadium digital animation, video development and production, website redesign, and client branding on an as needed basis for the Orlando International Airport and Orlando Executive Airport. The Proposer must be located in the Central Florida area.

The Scope of Services, Request for Qualifications, Submission Requirements, General Requirements, and Form of Agreement will be available to Proposers **until 2:00 p.m. Eastern Time, Tuesday, September 1, 2020**, and may be downloaded by visiting the AirportLink website at <http://AirportLink.perfect.com>.

A Non-Mandatory Pre-Submittal Teleconference will be held at 11:00 a.m. Eastern Time, Tuesday, August 11, 2020.

The Professional Services referenced in this Advertisement are subject to approval by the Aviation Authority prior to any work or services being performed. The Aviation Authority reserves the right to waive any informalities or irregularities or reject any and all Submittals.

**GREATER ORLANDO AVIATION AUTHORITY**

By: Carson Good  
Vice Chairman M. Carson Good



## **A. OVERVIEW**

Submittals for professional services for the Orlando International Airport and Orlando Executive Airport will be received by the Greater Orlando Aviation Authority ("Aviation Authority").

The Aviation Authority is soliciting interested parties as specified in this Request for Qualifications ("RFQ") to submit their Statements of Qualifications ("SOQ") to be evaluated and ranked with the Aviation Authority's Professional Services Committee ("PSC") for providing Advertising Production Services (PS-647). It is the intent of the Aviation Authority to evaluate the Submittals based on the experience and qualifications detailed in the submission requirements that demonstrate that the Proposer has provided, and is capable of providing the Scope of Services. Award, if made, will be to the responsible and responsive Proposer submitting the SOQ, which is deemed by the Aviation Authority, in its sole discretion, to be the most highly qualified to the Aviation Authority, after considering the evaluation criteria as detailed in the General Requirements.

**Interested Proposers are requested to submit their SOQs in accordance with the submission instructions (Section 1) of the Submission Requirements.** Any SOQ received after the date and time stated above will not be considered.

The Agreement period, if an Agreement is awarded following the RFQ process, will be for thirty-six (36) months with the initial service to commence on or about November 1, 2020, and with the Aviation Authority having options to renew the Agreement for two (2) additional periods of one (1) year each upon mutual agreement. The agreement between the successful Proposer and the Aviation Authority will be non-exclusive.

**A Non-Mandatory Pre-Submittal Teleconference** will be held **Tuesday, August 11, 2020 at 11:00 a.m. Eastern Time.** Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/688779693>

**Dial in for audio:**

US (Toll Free): 1 (866) 899-4679

US (Direct): 1 (312) 757-3117

Access Code: 688-779-693

If participating in the Pre-Submittal Teleconference, participants are respectfully requested to RSVP to [PS647@goaa.org](mailto:PS647@goaa.org) with their company name and contact information. The call will include a review of the RFQ, and a question and answer period. **Attendance at the Pre-Submittal Teleconference is not mandatory but is strongly encouraged.** Proposers are expected to be familiar with the RFQ and to provide the Aviation Authority with any questions regarding the RFQ at the Pre-Submittal Teleconference. Following the Pre-Submittal Teleconference, minutes may be electronically downloaded by visiting AirportLink's website at <http://AirportLink.perfect.com>.

The Aviation Authority reserves the right to waive any informalities or irregularities of SOQs, to request clarification of information submitted in any SOQ, to request additional information from any Proposer, or to reject any or all SOQs, and to re-advertise for SOQs. The Aviation Authority also reserves the right to extend the date and time period during which it will accept SOQs.

**Proposers should note that Section 9 of the General Requirements describes irregularities in SOQs that may cause them to be rejected by the Aviation Authority. Included in these irregularities are those such conditions, limitations, or unauthorized alternative SOQs which may require the Aviation Authority to reject a SOQ. You are strongly urged to seek the Aviation Authority's written advice **BEFORE** you submit a Proposal containing any of the irregularities described in Section 9.1 of the General Requirements.**

**B. SCOPE OF SERVICES**

It is the intent of the Aviation Authority that a global creative and media agency will provide the services specified in this RFQ. The Aviation Authority intends to select the agency that it deems to be responsible and responsive, and the most highly qualified to the Aviation Authority to perform the required services after considering the evaluation criteria, in its exclusive discretion. The selected agency shall perform for and on behalf of Aviation Authority, **Advertising Production Services** at the Orlando International Airport and Orlando Executive Airport which may include but not limited to the following Scope of Services:

8. Develop advertising campaigns for targeted global audiences, which may include B2B and B2C advertising creative, digital banner ads, broadcast commercials, billboard design, collateral material, trade show material, promotional items, booth and event branding, in-stadium digital animation, video development and production, website redesign and client branding on an as needed basis.
9. Act as the Authority's limited agent, when authorized in writing by the Authority, in the purchase of materials and services (including printing services, web/social media services and other media) required to produce products and collateral materials that result from activities performed in support of the Contract.
10. Monitor, analyze, and make recommendations concerning advertising production campaigns.
11. Regular communications with the executive staff of the Aviation Authority concerning the advertising productions.
12. Additional Services:

If during the Agreement period, Additional Services are needed beyond the Scope of Services stated in the Scope of Services, the -selected Proposer may, at the option of the Aviation Authority, be engaged to perform these services based on the mutually agreed upon Hourly Rates as negotiated with the award or some other agreed upon fee. All Additional Services shall be documented by engagement memoranda to be approved by the Aviation Authority by issuing an Amendment to this Agreement.

\* \* \* \* \* END OF SCOPE OF SERVICES \* \* \* \* \*

## **C. SUBMISSION REQUIREMENTS**

The SOQ (Proposal) must be organized and presented in the manner and by reference to sections specified below. This allows a fair evaluation of the different Proposals. Failure to organize the Proposal in this manner may result in the SOQ being rejected.

### **1. SUBMISSION INSTRUCTIONS:**

**Sealed SOQs will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 2:00 p.m. Eastern Time, Tuesday, September 1, 2020.** SOQs may be delivered prior to the above time and date. SOQs transmitted electronically or by facsimile will not be accepted. Any Proposal received after the time and date specified will not be considered, but will be returned unopened.

The SOQs must be submitted in a sealed package which shall be clearly marked "**Request for Qualifications for Advertising Production Services (PS-647)**". The original copy of the SOQ shall be clearly marked "Original". Six (6) additional copies of the SOQ should also be included with the Original. Additionally, an exact electronic\* copy of the SOQ should be included with the Original on an individual electronic USB Flash Drive.

\*Electronic copy requirements: The electronic copy shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single layer disc or an individual electronic USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.

Proposals shall include the information requested below in a digital format. Each Proposer must submit the following information:

### **EACH PROPOSER SHALL SUBMIT THE FOLLOWING INFORMATION:**

#### **2. PROPOSERS INFORMATION:**

The Proposer shall include the legal name, address, and authorized signature of the proposing firm who will sign the Agreement for Advertising Production Services (the "Agreement") (if such Proposer is awarded the Agreement, together with the following information regarding the Proposer:

- 2.1 Contact name of individual responsible for account ("Lead Individual").
- 2.2 Address of office that will handle account (the "Proposing Office").
- 2.3 Telephone number of the Lead Individual or office that will handle the account.
- 2.4 Email address of the Lead Individual.
- 2.5 Type of organization (corporation, sole proprietor, partnership, other).
- 2.6 Federal employer identification number.

#### **3. MINIMUM REQUIREMENTS:**

In order to be considered for evaluation, the Proposers shall demonstrate sufficient capacity, ability, resources, and experience to provide advertising production services as required by the Aviation Authority. At a minimum, each Proposer shall provide the following:

- 3.1 Proposer must certify in writing with its SOQ that Proposer is registered to do business

in the State of Florida prior to the submission of the Proposal. Proposer shall provide a copy of such registration to the Aviation Authority with the SOQ submission.

- 3.2 Provide documentation that demonstrates Proposer has had first-hand experience since January 1, 2015, in providing the Scope of Services described herein.
- 3.3 Proposer shall provide an affirmative statement that it is independent of the Aviation Authority.

4. EXPERIENCE AND QUALIFICATIONS:

- 4.1 As part of the SOQ, Proposer shall include a narrative of the experience and qualifications of the Proposer and the Engagement Team members relative to the Scope of Services.
- 4.2 The Proposer shall include an organization chart and resumes of the individuals on the Engagement Team and clearly identify the proposed role for each.
- 4.3 The Proposer should demonstrate with narrative, references, or other verifiable evidence, that the Lead Individual to be assigned to the Authority's account is a capable and experienced creative design marketing specialist and has had first-hand experience since January 1, 2016, in providing the services included in the Scope of Services to major clients. It is preferred that the Lead Individual has at least ten (10) year experience in creative design marketing and advertising production services.
- 4.4 The Proposer shall provide a digital portfolio demonstrating the Proposer's experience in developing messaging based on different target audiences and customer needs (cater for cultural differences). The digital portfolio shall include samples of B2B and B2C advertising creative, digital banner ads, broadcast commercials, billboard design, collateral material, trade show material, promotional items, booth and event branding, in-stadium digital animation, video development and production, website redesign, and client branding for three (3) past and/or current clients. The samples shall not to exceed five (5) assets per client.
- 4.5 The Lead Individual must be responsible on all matters related to communication and coordination of the projects.
- 4.6 The Proposer shall demonstrate that it can handle such actions as the Aviation Authority may reasonably request within the Scope of Services responsibilities, inclusive of possible re-branding should it prove to be beneficial, in this Agreement. Proposer shall provide examples of a re-branding project in which the Proposer and Engagement Team were involved. Proposers may include all digital and print content, including graphics and videos, which best represent the type and range of the Proposer's advertising production services and creative design marketing.

5. SPECIFIC APPROACH AND METHODOLOGY

The Proposer shall provide a written description of the Proposer's approach and methodology to the Scope of Services. The Proposer shall include a concise description of the Proposer's skill set and communication plan.

6. TRANSITION PLAN:

Proposer shall submit a detailed transition plan with its SOQ. This plan shall describe in detail the process that would be followed to implement the services to be provided pursuant to the

Scope of Services. This plan shall also include time frames and information that would be required for such services to be fully operational and include a sample timeline (with an explanation of how this timeline would be used in the transition process.)

7. FINANCIAL STATEMENTS:

Proposers must provide most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years. This financial documentation shall be submitted in a sealed envelope, and included with the original copy of the printed SOQ. The sealed envelope should be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure"**. Include the title **"Advertising Production Services (PS-647)"** and the Proposer's firm name on the sealed envelope. (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

8. CLAIMS INFORMATION:

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying:

- The project involved.
- The parties involved.
- The nature of the claim(s).
- Amount at issue.
- Disposition or status.
- Litigation, case style, number, and jurisdiction.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

9. ENGAGEMENTS WITH OTHER AIRPORT(S) AND GOVERNMENTAL ENTITIES

The Proposer shall provide a brief description of the Proposer's governmental entity, private sector and airport experience within the last five (5) years that demonstrates their experience with **Advertising Production Services**.

10. REFERENCES:

10.1 The Proposers' references should demonstrate that it has the experience required, and has satisfactorily performed the services within the Scope of Services. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with private sector, airport or public entity accounts of similar size, complexity, as the Aviation Authority.

10.2 The Proposer shall provide a minimum of three, but no more than five, references of the Engagement Team that demonstrate: (i) the Proposer satisfies the Minimum Requirements as described in Section 3 of the Submission Requirements; (ii) the Engagement Team has the experience to perform the services required by this RFQ; and (iii) the reputation of the Proposer and the Engagement Team. At a minimum, Proposer shall provide the following information for each reference:

- 10.2.1 Name
- 10.2.2 Address
- 10.2.3 Contact person
- 10.2.4 Telephone number and email address of contact person
- 10.2.5 Time period during which services provided
- 10.2.6 Description of services provided
- 10.2.7 Status (current or past client)

10.3 The Proposer shall provide a list of any clients to whom the Proposer has provided Advertising Production Services on or after January 1, 2015, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

11. PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, AND CONFLICTS OF INTEREST:

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to conducting Advertising Production Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFQ or an affirmative statement that there are none. The Proposer must also describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are none.

12. PROOF OF INSURANCE:

Proposer shall include in the SOQ evidence of the Proposer's ability to provide the insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter), as detailed in the General Requirements, Paragraph 8, Insurance Requirements.

13. MINORITY AND WOMEN BUSINESS ENTERPRISE AND/OR LOCAL DEVELOPING/VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS:

13.1 All Proposers are hereby notified that they are highly encouraged to comply with: 1) the Minority and Women Business Enterprise ("MWBE") program requirement as defined in the Aviation Authority's MWBE Policy, and 2) the Local Developing Business/Veteran Business Enterprise ("LDB/VBE") program requirement as defined in the Aviation Authority's LDB/VBE Policy. The Policies along with certified MWBE and LDB/VBE Directories are available on-line at the Aviation Authority's web site: [http://www.orlandoairports.net/small\\_business](http://www.orlandoairports.net/small_business).

13.2 The Aviation Authority has not set a MWBE or LDB/VBE participation goal for this RFQ, however, MWBE and/or LDB/VBE participation is highly encouraged.

13.3 The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding of the MWBE and LDB/VBE participation programs, and how the Proposer could achieve participation for these types of Services. Proposers shall be solely responsible for confirming MWBE and LDB/VBE Proposer's experience, capacity, certification and any other information related to the services.

13.4 Any MWBE and LDB/VBE certified firms are encouraged to propose. Despite not

having any specific goals for this RFQ, the Aviation Authority may select one or more qualified MWBE and/or LDB/VBE firms for inclusion on the selected team, if such inclusion best meets the needs of the Aviation Authority in its exclusive discretion.

13.5 Please indicate if your firm is MWBE or LDB/VBE certified, and include in an appendix documentation regarding certification. The Aviation Authority reserves the right, after the receipt of proposals, to request, review and consider additional information and documentation regarding MWBE and LDB/VBE certification.

13.6 For firms not currently certified as an MWBE or LDB/VBE firm by the Aviation Authority, the Aviation Authority's Small Business Liaison Officer will accept certification from the following Directories:

13.6.1 GOAA Business Diversity Management System:

<https://goaa.diversitycompliance.com/TN=goaa>

13.6.2 Orange County:

<http://apps.ocfl.net/orangebids/minorityvendorlisting/default.asp>

13.6.3 City of Orlando: <https://cityoforlando.mwdbe.com/>

13.6.4 Office of Supplier Diversity (OSD): <https://osd.dms.myflorida.com/directories>

13.6.5 FDOT:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspxn>

13.7 Questions concerning the MWBE and LDB/VBE (DBE) program can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: [george.morning@goaa.org](mailto:george.morning@goaa.org), or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: [sjiawan@goaa.org](mailto:sjiawan@goaa.org).

#### 14. RESPONSE FORMS:

Proposer shall complete and submit with its SOQ the Response Forms, Pages RF-1 through RF-2. Failure to do so may cause the SOQ to be deemed as non-responsive.

14.1 PROPOSER'S WARRANTY - The Proposer's Warranty is included in the Response Forms Section, Page RF-1. The form shall be completed and signed by the Proposer's duly authorized representative.

14.2 NO RESPONSE TO RFQ - In the event a potential Proposer elects not to submit a SOQ, such potential Proposer should respond by completing and returning the "No Response to Request for Qualifications" form, Page RF-2, advising the Aviation Authority of the reason for not submitting a SOQ.

#### 15. ADDITIONAL INFORMATION:

Additional information may be requested by the Aviation Authority by Addendum.

\* \* \* \* \* END OF SUBMISSION REQUIREMENTS \* \* \* \* \*

**D. GENERAL REQUIREMENTS**

**1. ADDENDA TO REQUESTS FOR QUALIFICATIONS:**

Any response by Aviation Authority to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties whom have downloaded the RFQ packages will be sent a notification of the issuance of an Addendum by e-mail. The Addendum may be electronically downloaded from AirportLink, by visiting their web site at <http://AirportLink.perfect.com>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit AirportLink's website to determine if Addenda were issued and, if so, to obtain such Addenda.

**2. QUESTIONS AND CLARIFICATIONS:**

Proposers may request additional information or clarification with respect to this RFQ, in writing, **until 4:00 p.m. Eastern Standard Time on Friday, August 14, 2020. Questions concerning this RFQ shall be submitted in writing by e-mail to [PS647@goaa.org](mailto:PS647@goaa.org).** Questions received after the due date and time will not be answered.

**3. TENTATIVE SCHEDULE:**

Release Date	August 2, 2020
Pre-Submittal Teleconference (2:00 p.m. EST)	August 11, 2020
Deadline for submission of questions (by 5:00 p.m. EST)	August 14, 2020
Release of Addendum to answer questions	August 21, 2020
Deadline for return of SOQs (by 2:00 p.m. EST)	September 1, 2020
Evaluation and Shortlisting by Professional Services Committee*	September 23, 2020
Interviews by Professional Services Committee (if needed)*	October 6, 2020
Recommendation considered by the Aviation Authority Board*	October 21, 2020

*\*Sunshine Meeting schedules are posted every week on the Aviation Authority website.*

**4. EVALUATION CRITERIA:**

- 4.1. The Aviation Authority intends to select the Proposer that is deemed to be the most highly qualified to perform the required services after considering the evaluation criteria, in its exclusive discretion. The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which SOQ is deemed to be responsible, responsive, and the most highly qualified to perform the required services, as a whole, to the Aviation Authority, all factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Aviation Authority.
- 4.2. The Proposer's references should demonstrate that it has the ability and experience required to perform the Scope of Services. It is the responsibility of the Proposer to provide references and information that most closely demonstrate responsiveness to the Scope of Services.
- 4.3. For all Proposers who satisfy the Minimum Requirements in Section 3 of the Submission Requirements, the Aviation Authority will consider the following items, in connection with its evaluation of SOQs. The Aviation Authority reserves the right to



determine, in its sole discretion, the degree to which the Proposer's experience and qualifications are consistent with the size, complexity, and requirements of the Aviation Authority.

- 4.3.1. Ability, qualifications, experience, and reputation of the Proposer, Lead Individual and Engagement Team with respect to the Scope of Services.
- 4.3.2. Proposer's familiarity with the requirements of Proposer's methodology and approach including review and consideration of any exemplar materials, graphics, videos, or other information submitted by Proposer to showcase the type and range of advertising production services and creative design marketing.
- 4.3.3. Background information and disclosures on the Proposer, including but not limited to, small business participation, references, transition plan, claims and investigation disclosures, and financial strength.

## 5. SELECTION PROCESS:

- 5.1. Responses to this RFQ will be evaluated and ranked by the PSC. The recommendation of the PSC will be considered by the Aviation Authority Board for award.
- 5.2. The PSC intends to shortlist no fewer than three (3) qualified Proposers, if reasonably possible. Among the factors that will be considered in selecting the Proposers who will be shortlisted are their qualifications, approach to providing the Services, ability to provide the required Services, prior experience on similar projects, their past performance with the Aviation Authority (if applicable), their past performance with other entities, level and quality of small business participation, transition plan, claims and investigation disclosures, financial strength and the responses to the inquiries set forth above. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of shortlisted Proposers.
- 5.3. Shortlisted Proposers may be scheduled for a presentation and interview (either in-person or via virtual meeting) if required by the PSC. Following presentations and interviews, the PSC shall make a final ranking and select in order of preference, based on the above information and interview results, in order to recommend the award to the Aviation Authority's Board to the responsible, responsive, and in its sole discretion, deemed to be most highly qualified Proposer to perform the requested services.
- 5.4. Following the Aviation Authority Board approval of the PSC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer, in order to consummate an agreement on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory agreement with the top-ranked Proposer, negotiations with that Proposer shall be terminated. The Aviation Authority shall then undertake negotiations with the second-ranked Proposer, and if necessary, additional Proposers in accordance with the order of ranking. Upon successful completion of negotiations with a Proposer, the Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and Scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Proposer to perform the required services described herein. The Aviation Authority reserves the right to award any or all of the advertised services subject to the availability of funding.

- 5.5. The Aviation Authority reserves the right to waive any informality in the SOQs, to reject any and all SOQs, and to re-advertise or elect not to proceed with the services for any reason. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.
- 5.6. For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. Lobbying any Aviation Authority staff who are members of any committee responsible for evaluating or ranking SOQs, and thereafter forwarding those recommendations to the Board, and/or any Board Members is prohibited from the time that this Request for Qualifications, is released to the time that the Board makes an award. As adopted by the Board on September 19, 2012, lobbyists are now required to sign-in at the Aviation Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or a Board member at a location other than the Aviation Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Aviation Authority within 7 calendar days of such lobbying. As of January 16, 2013, lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available in the Aviation Authority's offices and the website. Please contact the Director of Board Services with questions at (407) 825-2032.
- 5.7. The meetings of the PSC Committee and Aviation Authority Board are public meetings.

6. PREPARING RESPONSES:

Each SOQ must contain the signature and title of the duly authorized representative of the Proposer on Page RF-1, Proposer's Warranty. Failure to properly complete the information requested in this RFQ may result in rejection of a SOQ from consideration. It is important that each section of the SOQ is completed fully and that the SOQ includes a comprehensive and detailed description of the Proposer's capabilities/experience, work performed and qualifications of the Engagement Team, as well as all other descriptions required by this RFQ.

7. COMMUNICATION DURING REQUEST FOR QUALIFICATIONS PROCESS:

In accordance with Aviation Authority policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. An appropriate official or employee of the Aviation Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the RFQ process should be submitted in writing to the Aviation Authority to the email address as directed. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

8. INSURANCE REQUIREMENTS:

- 8.1. The selected Proposer shall procure and maintain at its sole expense during the term of this engagement, insurance of the types and in the minimum amounts and deductibles as outlined as outlined in Exhibit "C" of the Agreement.
- 8.2. The Proposer awarded the Agreement **must provide, within ten (10) business days after written Notice of Award, proof of professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) and general liability insurance in the amount of One Million Dollars (\$1,000,000.00), along with any other required insurance coverages as outlined in Exhibit "C" of the Agreement**, evidence of business or occupational license, and a copy of Proposal's W-9 Form (Request for Taxpayer Identification Number and Certification) as outlined in the Proposal Documents.
- 8.3. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Aviation Authority. Prior to commencing any work under the agreement, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the Aviation Authority. The firm shall ensure that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the Aviation Authority of termination of appointment. The firm shall promptly notify the Aviation Authority of such material alteration or cancellation.

9. REJECTION OF IRREGULAR REQUEST FOR QUALIFICATIONS:

- 9.1. A SOQ will be considered irregular and may be rejected by the Aviation Authority if it (i) is improperly executed; (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate SOQs; (iii) fails to include the proper SOQ Guaranty (if required), Agreement references, other certificates, affidavits, statements, or information required to be included with SOQs, or (iv) contains other irregularities of any kind.
- 9.2. The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any agreement or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Director of Board Services.
- 9.3. The Aviation Authority has adopted a policy which addresses, among other things, the obligations of the Aviation Authority's employees with respect to having an interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause an Aviation Authority employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose any Agreement or sell any materials, supplies, equipment or services to the Aviation Authority for period of time that is determined by the Executive Officer. A copy of the policy is available upon request from the Director of Board Services.

10. WAIVER AND/OR REJECTION OF RESPONSES:

The Aviation Authority reserves the right to waive informalities or irregularities in any SOQs, to reject any and all SOQs in whole or in part, with or without cause, and to accept that SOQ, if any, which in its judgment deems to be responsible and responsive, and in its sole discretion is deemed the most highly qualified to the Aviation Authority to perform the required services after considering the evaluation criteria. The Aviation Authority reserves the right but not the obligation to short list Proposers and/or to conduct interviews and/or demonstrations with either all Proposers or those that are short listed for further consideration.

11. WITHDRAWAL OF REQUEST FOR QUALIFICATIONS:

No SOQ may be withdrawn after the scheduled SOQ opening time for a period of one hundred twenty (120) days. Any Proposer withdrawing or attempting to withdraw its SOQ prior to the expiration of the one hundred twenty (120) day period shall be obligated to reimburse the Aviation Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Aviation Authority's other damages. A Proposer's submission of a SOQ shall be deemed the Proposer's acknowledgment of an agreement to the provisions of this Section.

12. NOTICE OF INTENT TO AWARD AGREEMENT:

Unless all SOQs are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within one hundred twenty (120) days from the opening of SOQs to the responsible and responsive Proposer submitting the SOQ deemed to be most highly qualified to the Aviation Authority, all factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all SOQs and to cancel the procurement or to solicit new SOQs.

13. INDEPENDENT PROPOSER STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT.

Proposer is and shall remain an independent Proposer and is neither agent, employee, partner, nor joint venture of Aviation Authority. Proposer acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

14. NON-EXCLUSIVE SERVICES

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the Aviation Authority reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

15. PUBLIC ENTITIES CRIMES

Proposers are directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represent to Aviation Authority that the Proposer is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

16. SCRUTINIZED COMPANY LIST– STATE OF FLORIDA REQUIREMENT

Sections 287.135 and 215.473, Florida Statutes, prohibit a Florida agency or local governmental entity from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria.

Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel. The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

[https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019\\_01\\_29\\_Web\\_Update\\_PFIA\\_Prohibited\\_List.pdf?ver=2019-01-29-130702-420](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420)

The Proposer representative authorized to sign on behalf of the Proposer, hereby CERTIFIES that the company identified as the Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Proposer to civil penalties, attorney's fees, and/or costs.

17. PROPRIETARY INFORMATION:

17.1. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the Request for Qualifications and the responses thereto are public records. However, the Proposers are requested to identify specifically any information contained in their SOQs which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The Aviation Authority will consider a Proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions.

17.2. All information and documents received from Proposers in response to this RFQ will become the property of the Aviation Authority, will not be returned to the Proposers, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.

18. OWNERSHIP RIGHTS:

18.1. All ownership rights in and to all documents and materials including, but not limited to, drawings, design, layout, studies, artwork, videos, digital imaging, special projects or any type of work produced in the performance of this Agreement, or in contemplation thereof, shall be and shall remain the sole property of the Authority in perpetuity, with all rights reserved by the Authority regardless of whether the work or material is created primarily by the Authority or by the Proposer as "works made for hire", and may be used with any other Authority projects without additional cost to the Authority. The samples provided by the Proposer shall be retained by the Authority until completion of the Agreement. Proposer, for the consideration to be paid under this Agreement, irrevocably assigns to the Authority any and all of its rights and interest in

and to all such documents and materials. The selected Proposer shall enter into agreements with its employees and subcontractors sufficient to ensure that the Authority owns all rights and copyrights in and to all materials produced for Authority under this Agreement.

- 18.2. All imagery produced in the performance of this Agreement, or in contemplation thereof, including but not limited to, digitally scanned images, artwork (hand drawn or mechanically reproduced), video, film, slides/transparencies, enhanced or altered digital imagery or other photographic or graphics belonging to the Authority, and all new photographic images from photo or video shoots that have been scanned or used in projects are to be returned to the Authority once the project is completed in digital format on CD and in hard copy within 30 (thirty) days after completion of project. Digital imagery is to be in .jpg, .png, .svg, .tif or .eps format at a minimum 300 dpi resolution.
- 18.3. With respect to all materials provided by the Authority and materials or work created by the Proposer, the Proposer agrees not to assert any rights or to establish any claims under the design, patent, copyright, or trademark laws, and further agrees not to publish or reproduce such matter in whole or in part, or in any manner or form, or authorize others to do so, without written consent of the Authority. To the extent the Proposer has any rights in work or materials produced pursuant to this Agreement, the Agreement hereby irrevocably assigns to the Authority all of its rights thereto and will return all materials provided by the Authority upon expiration of said Agreement.
- 18.4. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted of which such party has actual knowledge which in any way directly or indirectly, contingent or otherwise, affects or might affect either party, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- 18.5. Proposer must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency. The Proposer warrants replacing at no additional cost to the Authority, any item that is damaged as a result of Proposer's error or neglect, reckless, or intended act or omission.

\* \* \* \* \* END OF GENERAL REQUIREMENTS \* \* \* \* \*

**E. RESPONSE FORMS**

**PROPOSER'S WARRANTY**

**This page must be completed, signed and submitted with the Proposal.**

The undersigned person by the undersigned's signature affixed hereon warrants that:

1. The undersigned has carefully reviewed all of the materials and data provided in the Proposer's response on behalf of the Proposer and, after specific inquiry, believes all of the material and data to be true and correct;
2. The proposal offered by the Proposer is in full compliance with the Minimum Requirements set forth in this RFQ;
3. The Proposer authorizes the Aviation Authority, its staff or Proposers to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team members;
4. The undersigned has been specifically authorized to accept and commit Proposer to execute the attached Agreement in full compliance with all requirements and conditions as set forth in this RFQ.
5. The Proposer shall provide evidence of the ability of the Proposer to meet the insurance requirements as described in Exhibit "C" of the Agreement for Advertising Production Services.
6. The Proposer shall provide a copy of their Florida registration as a condition to entering into an Agreement with the Aviation Authority. If Proposer elects to use a fictitious name in its Proposal, a copy of Proposer's fictitious name registration shall be provided to the Aviation Authority.
7. The undersigned acknowledges its responsibility to ensure receipt of the entire RFQ and any addenda.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

**NO RESPONSE**

**TO**

**REQUEST FOR QUALIFICATIONS**

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY  
PURCHASING OFFICE  
8652 CASA VERDE ROAD, BUILDING 811  
ORLANDO, FLORIDA 32827-4338**

We have received Request for Qualifications, Professional Services – 647, Advertising Production Services, for Orlando International Airport, opening at 11:00 a.m. EST, Tuesday, September 1, 2020, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Proposal is:

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\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title