

**REQUEST FOR PROPOSALS (RFP) NO. 1-10/11**

**FOR**

**DESTINATION MARKETING, PUBLIC RELATIONS AND COMMUNICATIONS  
CONSULTING SERVICES FOR THE MIAMI BEACH VISITOR AND  
CONVENTION AUTHORITY.**

**A PRE-RFP SUBMISSION CONFERENCE IS SCHEDULED FOR 10:00 AM ON FRIDAY, APRIL 29, 2011 IN THE  
MIAMI BEACH VISITOR AND CONVENTION AUTHORITY CONFERENCE ROOM, 777 17<sup>TH</sup> STREET, SUITE 402A,  
MIAMI BEACH, FLORIDA 33139.**

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN MONDAY, MAY 16, 2011 AT 3:00 PM**

**MIAMI BEACH VISITOR AND CONVENTION AUTHORITY  
777 17<sup>TH</sup> STREET, SUITE 402A  
MIAMI BEACH, FL 33139  
PHONE: (305) 673-7050  
FAX: (305) 673-7282**

**Request for Proposals (RFP) No. 1-10/11**

Sealed Proposals will be received by the Miami Beach Visitor and Convention Authority (MBVCA), 777 17<sup>th</sup> Street, Suite 402A, Miami Beach, Florida, 33139, until **3:00 p.m. on Monday, May 16, 2011** for:

**DESTINATION MARKETING, PUBLIC RELATIONS AND COMMUNICATIONS CONSULTING SERVICES  
FOR THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY.**

At time, date, and place above, Proposals will be publicly opened. **ANY PROPOSAL RECEIVED AFTER TIME AND DATE SPECIFIED WILL BE RETURNED TO THE PROPOSER UNOPENED.**

**A PRE-RFP SUBMISSION MEETING IS SCHEDULED FOR FRIDAY, APRIL 29, 2011 AT 10:00 AM IN THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY CONFERENCE ROOM, 777 17<sup>TH</sup> STREET, SUITE 402A, MIAMI BEACH, FLORIDA 33139.**

*Attendance at the aforementioned pre-RFP submission meeting is NOT mandatory, but strongly encouraged as a source of important information.*

Any questions or clarifications concerning this RFP shall be submitted in writing by mail or facsimile to the MBVCA 777 17<sup>th</sup> Street, Suite 402A, Miami Beach, FL 33139, or FAX: (305) 673-7282. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The Miami Beach Visitor and Convention Authority reserves the right to accept any proposal or bid deemed to be in the best interest of the MBVCA, or waive any informality in any proposal or bid. The Miami Beach Visitor and Convention Authority may reject any and all proposals or bids.

**YOU ARE HEREBY ADVISED THAT THIS BID IS SUBJECT TO THE "CONE OF SILENCE", IN ACCORDANCE WITH ORDINANCE NO. 2002-3378. A COPY OF ALL WRITTEN COMMUNICATION (S) REGARDING THIS BID MUST BE FILED WITH THE CITY CLERK.**

**YOU ARE HEREBY ADVISED THAT THIS BID IS SUBJECT TO THE "CODE OF BUSINESS ETHICS" IN ACCORDANCE WITH RESOLUTION NO. 2000-23879.**

**YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR BID IS SUBJECT TO THE CITY OF MIAMI BEACH DEBARMENT ORDINANCE NO. 2000-3234.**

**LOBBYIST, PURSUANT TO THE CITY CODE, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST, AND AS OF MAY 18, 2002, ACCORDING TO ORDINANCE NO. 2002-3363, ALL LOBBYISTS AND PRINCIPALS MUST FILE A FINANCIAL DISCLOSURE STATEMENT WITH THE CITY CLERK'S OFFICE.**

**MIAMI BEACH VISITOR AND CONVENTION AUTHORITY**

**Grisette Roque Marcos  
Executive Director**

## TABLE OF CONTENTS

I.	OVERVIEW AND PROPOSAL PROCEDURES	4 - 8
II.	SCOPE OF SERVICES	9 - 10
III.	PROPOSAL FORMAT	11 - 12
IV.	EVALUATION/SELECTION PROCESS AND CRITERIA FOR EVALUATION	13 - 14
V.	GENERAL PROVISIONS	15
VI.	SPECIAL TERMS AND CONDITIONS	16
VII.	PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY	17 - 26

## **SECTION I - OVERVIEW AND PROPOSAL PROCEDURES:**

### **A. INTRODUCTION/BACKGROUND**

The Miami Beach Visitor and Convention Authority (MBVCA) is a seven-member authority, appointed by the City of Miami Beach Commission, with the goal of encouraging, developing and promoting the image of Miami Beach locally, nationally and internationally as an outstanding tourist destination. To this end, the MBVCA strategically focuses its funding investments in a balanced manner, fostering outstanding existing programs, stimulating new activities, and encouraging partnerships. The MBVCA is committed to a careful, long-term plan for allocation of resources to help Miami Beach thrive as a destination with something for everyone.

The MBVCA at its April 11, 2011 meeting authorized the Administration to issue this Request for Proposals (RFP) for destination marketing and communications consulting services to continue its expanded public relations and marketing, which compliments the efforts of the GMCVB. This effort is also intended to market Miami Beach to locals and visitors once in the South Florida area.

### **B. RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

<b>RFP Issued</b>	<b>April 25, 2011</b>
<b>Pre-Proposal Submission Meeting</b>	<b>April 29, 2011 at 10:00 a.m.</b>
<b>Deadline for receipt of questions</b>	<b>May 13, 2011 by 5:00 p.m.</b>
<b>Deadline for receipt of Proposals</b>	<b>May 16, 2011 by 3:00 pm</b>
<b>MBVCA Board Meeting</b>	<b>Week of May 30, 2011</b>
<b>Contract Negotiations and Contract Execution</b>	<b>Week of June 13, 2011</b>
<b>Projected contract start date</b>	<b>July 1, 2011</b>

### **C. PROPOSAL SUBMISSION**

An original and **ten (10)** copies of complete proposal must be received by **May 16, 2011, by 3:00 p.m.** and will be opened on that day at that time. The original and all copies must be submitted to the MBVCA in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFP number and title, and proposal due date.

The responsibility for submitting a response to this RFP to the MBVCA on or before the stated time and date will be solely and strictly that of the Proposer. The MBVCA will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. **PROPOSALS RECEIVED AFTER THE PROPOSAL DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.**

### **D. PRE-PROPOSAL SUBMISSION MEETING**

A PRE-RFP submission conference has been scheduled as follows:

**Date:** April 29, 2011  
**Time:** 10:00 a.m.  
**Place:** MBVCA Conference Room, 777 17<sup>th</sup> Street, Suite 402A, Miami Beach, Florida 33139

**E. CONTACT PERSON/ADDITIONAL INFORMATION/ADDENDA**

The contact person for this RFP is Grisette Roque Marcos, Executive Director. The Executive Director may be reached by phone: 305.673.7050; fax: 305.673.7282; or e-mail: groquemarcos@miamibeachvca.com. Communications between a proposer, bidder, lobbyist or consultant and the Executive Director is **limited to matters of process or procedure**. Requests for additional information or clarifications must be made in writing to the Executive Director, no later than the date specified in the RFP timetable.

The MBVCA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with the MBVCA prior to submitting a proposal that all addenda have been received.**

**F. PROPOSAL GUARANTY**

None required.

**G. MODIFICATION/WITHDRAWALS OF PROPOSALS**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. Modifications received after the proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the proposal due date or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the proposal due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

**H. RFP POSTPONEMENT/CANCELLATION/REJECTION**

The MBVCA may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

**I. COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of Proposals to the MBVCA, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the MBVCA.

**J. EXCEPTIONS TO RFP**

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what alternative is being offered. The MBVCA, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the MBVCA may require the Proposer to furnish the services or goods originally described, or negotiate an alternative acceptable to the MBVCA.

**K. SUNSHINE LAW**

Proposers are hereby notified that all information submitted as part of a response to this RFP will be available for public inspection after opening of Proposals, in compliance with Chapter 286, Florida Statutes, known as the "Government in the Sunshine Law".

**L. NEGOTIATIONS**

The MBVCA may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The MBVCA reserves the right to enter into negotiations with the top-ranked Proposer, and if the MBVCA and the top-ranked Proposer cannot negotiate a mutually acceptable contract, the MBVCA may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project or property or against the MBVCA arising from such negotiations.

**M. RULES; REGULATIONS; LICENSING REQUIREMENTS**

Proposers are expected to be familiar with, and comply with, all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the Proposer will in no way relieve it from responsibility for compliance.

**N. DEFAULT**

Failure or refusal of a Proposer to execute a contract following award by the MBVCA, or untimely withdrawal of a proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the MBVCA. Where surety is not required, such failure may result in a claim for damages by the MBVCA and may be grounds for removing the Proposer from the MBVCA's vendor list.

**O. CONFLICT OF INTEREST**

All Proposers must disclose with their proposal the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the MBVCA and/or the City of Miami Beach. Further, all Proposers must disclose the name of any MBVCA employee or board member who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer or any of its affiliates.

**P. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS**

All Proposers are expected to be or become familiar with all City of Miami Beach Lobbyist laws, as amended from time to time. Proposers shall ensure that all City of Miami Beach Lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed herein, in addition to disqualification of their Proposals, in the event of such non-compliance.

**Q. PROPOSER'S RESPONSIBILITY**

Before submitting proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

**R. RELATION OF MBVCA**

It is the intent of the parties hereto that the successful Proposer be legally considered to be an independent contractor and that neither the Proposer nor the Proposer's employees and agents shall, under any circumstances, be considered employees or agents of the MBVCA.

**S. PUBLIC ENTITY CRIME (PEC)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**T. CONE OF SILENCE**

Pursuant to Section 2-486 of the City Code, entitled Cone of Silence, you are hereby advised that the Cone of Silence requirements listed herein shall apply.

**U. DEBARMENT ORDINANCE**

Proposers are hereby advised that this RFP is further subject to City of Miami Beach Ordinance No. 2000-3234 (Debarment Ordinance). Proposers are strongly advised to review the City's Debarment Ordinance. Debarment may constitute grounds for termination of the contract, as well as, disqualification from consideration on any MBVCA RFP, RFQ, RFI, or bid.

**V. PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS**

Pursuant to Section 38-6 of the City Code, no person who is a vendor to the City shall give a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. No candidate, or campaign committee of a candidate for the offices of mayor or commissioner, shall solicit or receive any campaign contribution from a person who is a vendor to the City, or through a member of the person's immediate family, or through a political action committee, or through any other person on behalf of the person. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities.

A "Vendor" is a person who transacts business with the City, or has been approved by the City Commission to transact business with the City, or is listed on the City Manager's approved vendor list.

A fine of up to \$500.00 shall be imposed on every person who violates this prohibition. Each act of solicitation, giving or receiving a contribution in violation of this paragraph shall constitute a separate violation. All

contributions received by a candidate in violation of this paragraph shall be forfeited to the City's general revenue fund.

A person who directly, or through a member of the person's immediate family, or through a political action committee, or through any other person makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of twelve (12) months following the swearing in of the subject elected official from transacting business with the City.

**W. CODE OF BUSINESS ETHICS**

Pursuant to Resolution No.2000-23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the MBVCA with your bid/response or within five days upon receipt of request.

The Code shall, at a minimum, require your firm or you as a sole proprietor, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

**X. AMERICAN WITH DISABILITIES ACT**

Call (305) 673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Heidi Johnson Wright, Public Works Department, at 305.673.7080.

**Y. ACCEPTANCE OF GIFTS, FAVORS, SERVICES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any board member, employee, or agent of the MBVCA, for the purpose of influencing consideration of this proposal.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the city shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.



## **SECTION II - SCOPE OF SERVICES**

The Miami Beach Visitor and Convention Authority (MBVCA) is requesting qualifications from responsible vendors to meet its Public Relations/Marketing needs. The MBVCA seeks full-time representation to execute a comprehensive destination marketing and promotional campaign.

1. Development and implementation of Annual Media Outreach Plan
  - a. Deliverables:
    - a) Develop media outreach plan for niche markets (core initiatives) identified by the MBVCA (in-market/out market) each year (2-3 core/target initiatives each year)
    - b. Identify key/specific media audiences for each core/target initiative
    - c. Create and use media lists, including local, regional, national and international markets, for targeted stories/initiatives
    - d. Identify and implement appropriate medium to reach the key/specific audiences and the media outlets with vile stories
      1. Develop media outreach plan to promote MBVCA/City of Miami Beach stories/events
2. Draft and pitch X creative story ideas, news releases on trends, awards, accolades and event participation (monthly)
3. Develop and publicize X event success, grant and support opportunities
4. Create and maintain image library for MBVCA and specific MBVCA sponsored events and media
5. Systematize outreach to event and media publications worldwide to publicize event successes and opportunities
6. Implement and manage Social Media strategy – as appropriate
  - a) Blog development and blogger relations
  - b) Website management
  - c) Search engine optimization
  - d) Twitter/Facebook/Flickr/Scrbd/YouTube
  - e) Apps
7. Development and implementation of in-market and out-market PR/marketing plan for niche markets/core initiatives
  - a. Conceptualize, develop budget and manage the implementation of initiatives targeting niche markets in-market
  - b. Focus on under-advertised and under marketed experiences that meet standards for marketing **(e.g. SHOP/DINE/STAY/PLAY, Pride, SoBe Wine and Food, etc.)**
  - c. Conceptualize, develop budget and manage the implementation of initiatives targeting niche markets out-market (e.g. South by Southwest, Aspen Food and Wine, LGBT, etc.)
8. Development and implementation of a comprehensive plan geared toward event producers/trade, with the goal of attracting high revenue generating events
  - a. First, identify potential events; then develop an outreach plan with mechanisms to recruit successful worldwide major events to Miami Beach.
  - b. Publicize award opportunities broadly and globally
  - c. Develop and reach out to a global contact list
  - d. Identify Award opportunities (for MBVCA/CMB) worldwide
9. Review and coordinate messaging with the Greater Miami Convention and Visitors Bureau (GMCVB) and CMB
10. The agency shall research, develop and implement a strategic public relations program of work for the fiscal year, with input from the MBVCA Board, MBVCA Executive Director and representatives from the City's tourism partners. This plan shall be drafted by the agency by the end of the first month of the contract term.

11. Research and develop a target media list that matches the City of Miami Beach's tourism marketing needs, and apply this target-list to the development of the media outreach programs during the contract term. A draft of this list shall be due no later than by the end of the first month of the contract term.
12. Consult the MBVCA Executive Director on developing annual public relations strategies, which includes, event planning, cultural initiatives, and ongoing public relations issues/trends
13. Provide the Executive Director with reports each month on activities and programs. (Note: The format for the monthly client reports should mirror the Scope of Services as outlined above.)

#### Objectives

Bidder's qualifications must address the following specific public relations/communication objectives and strategic needs:

- Communicate the diversity and spirit of the City of Miami Beach through public relations activities aimed at consumers, travel professionals, travel media, news media and residents.
- Establish cross promotional opportunities in niche categories identified by the MBVCA, such as culture, sports and entertainment, gay and lesbian travellers.
- Establish and maintain relationships between local/national media outlets and MBVCA including trade, consumer and business media.

#### Required Capabilities

- Detail your expertise in tourism, destination-marketing, and other niche markets. Please tell us about your specific experience and capabilities in relation to our destination's positioning needs.
- Staff with proven experience in marketing and destination marketing
- Staff with proven experience in developing, implementing and managing public relations programs for tourism
- Staff with proven relationships and experience with local and national media outlets, including trade and business publications, multi-cultural and consumer lifestyle.
- Staff with proven ability to secure and leverage relationships where appropriate, to expand and enhance City of Miami Beach resources, reach, marketing and promotional programs/activities;
- Staff with established state-of-the-art media database.

#### Demonstration

- What are the City of Miami Beach's differentiators? What sets the City of Miami Beach apart?
- What would you indicate as strengths for Miami Beach? What would you indicate as weaknesses for Miami Beach?
- What would you indicate as opportunities for Miami Beach? What would you indicate as threats to Miami Beach?
- How would you position the City of Miami Beach, accordingly, to the different media segments?
- Given the new, fast-changing nature of the marketplace, how can this creative quickly adapt to shifting trends?

### SECTION III - PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed and signed as required. Proposals which do not include all required documentation or are not submitted in the required format, or which do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive Proposals will receive no further consideration.

#### A. CONTENTS OF PROPOSAL

1. Table of Contents

Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

Proposer must respond to all minimum requirements listed below, and provide documentation which demonstrates ability to satisfy all of the minimum qualification requirements. Proposals which do not contain such documentation may be deemed non-responsive.

- Introduction letter designating areas of proposed services and sufficient information as to the qualifications of the submitter. Interested firms should submit documents that provide evidence of capability to provide the services required for this project as a submittal package.
- Respondents must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements listed above.

Previous Projects:

A list of a minimum of ten projects must be submitted. Information should include:

- Client Name, address, contact phone number, and e-mail address.
- Description of similar scope of services.
- Month and Year the project was started and completed.
- Current Size. Summarize the total billings, number of full-time employees, and number of accounts currently being handled directly by your office.
- Current Clients. List all clients, brands, products and services currently managed by your office. Rank them by size, indicate the dates they were acquired and, if possible, approximate budget ranges for each.
- Account Gains. Of the accounts acquired within the past two years, please comment on why your agency was chosen to service these new accounts.
- Account Losses. Of the accounts lost in the past two years, explain why they left or were resigned by the agency.
- Key Strengths. Describe the kinds of accounts or categories in which you have superior strengths and detail why your agency would be a good match for the City of Miami Beach's tourism marketing needs. What is your agency primarily known for? What is your media expertise?
- Case Histories. Present up to three client case histories (preferably in tourism), which made significant business impact for your clients, as follows:
  1. Name of product or service
  2. Key problem or challenge the public relations had to overcome
  3. Creative strategy
  4. Media Relations executed

## 5. Results

- Client references. List six client references (name, title, company, address, telephone, email and fax) our Committee members may communicate with regarding your creative, media relations and overall professionalism of your services.
- Media references. List six media references (name, title, company, address, telephone, email and fax) our Committee members may communicate with regarding your creative, media relations, and overall professionalism of your services.
- Creative ability. Submit examples of past work and indicate the approach taken for the development of those examples, including at least two and no more than four examples of the following:
  1. Evergreen Releases (such as for press kits)
  2. Press Releases (not evergreen –timely releases)
  3. Pitch Letters to Editors
  4. Crafting of new story angles for client(s)

Include at least one example of a strategic public relations plan/yearly program of work

3. Price Proposal  
Submit the proposed fees relative to the responsibilities listed in the scope of services.
4. Acknowledgment of Addenda and Proposer Information forms (Section VIII)
5. Any other document required by this RFP, such as a Questionnaire or Proposal Guaranty.

## B. MINIMUM REQUIREMENTS / QUALIFICATIONS:

### MINIMUM REQUIREMENTS

Interested firms should possess the following minimum requirements as follows:

- Established relationships with entertainment and trade media, both domestic and international;
- A history of packaging stories and successful media outreach by preparing and distributing regular press releases;
- The ability to create and successfully distribute an effective media campaign;
- Experience in creating and managing targeted custom events designed to garner press coverage and industry interest;
- Proven track record of increasing media coverage for tourism and resort destination industry clients;

#### **SECTION IV - EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued. **Monday, April 25, 2011\***
2. Pre-Bid Conference: **Friday, April 29, 2011 at 10:00 am**
3. Receipt of Proposals. **Monday, May 16, 2011 by 3:00 pm**
4. Opening and listing of all Proposals received: **Monday, May 16, 2011**
5. Point system evaluation by staff. **Completed by Friday, May 20, 2011**
6. Review and analysis of submissions, relative to requirements by the Executive Director. Top qualifiers selected. **Completed by Friday, May 20, 2011**
7. (Top) qualifiers may be requested to make additional written submissions or oral presentations to the MBVCA: **Wednesday, May 25, 2011**
8. The MBVCA shall meet to review (top) qualifiers in accordance with the requirements of the RFP. **Week of May 30, 2011**
9. Final decisions will be made by MBVCA. **Week of June 13, 2011**

THE MBVCA RESERVES THE RIGHT TO AWARD MULTIPLE CONTRACTS AS DEEMED IN THE BEST INTEREST OF THE ORGANIZATION BASED ON THE PROPOSERS SPECIALIZATION OR AREA OF FOCUS BY INDUSTRY SEGMENT NAMELY, ARTS & CULTURE, ENTERTAINMENT, TOURISM AND/OR ANY OTHER AREA OF EXPERTISE DEEMED TO BE IN THE ORGANIZATION'S BEST INTEREST TO PROMOTE AND SHOWCASE MIAMI BEACH.

The MBVCA shall base its recommendation on the following criteria:

- A. Demonstrated status of local office and national/international office. **(5 points maximum)**
- B. Score will reflect the respondent's ability to prioritize the MBVCA's immediate needs, related to the drafting and pitching of creative story ideas, news releases on trends, awards, accolades and event participation as it relates to this RFP. **(20 points maximum)**
- C. Score will be assigned based on depth and breadth of the media list and contacts to support publicizing of existing events, developing a method and strategy to recruit new events to the destination. **(20 points maximum)**
- D. Score will reflect media list and contacts for development and implementation of in-market and out-market PR/marketing plan. **(20 points maximum)**
- E. Ability to identify and promote under-advertised and under-marketed experiences. Evaluate the proposer's experience and qualifications and proven successful track record of the publicist(s) assigned to work with the City of Miami Beach. **(20 points maximum)**
- F. Demonstrated record of accomplished work in public relations or as a publicist. **(10 points maximum)**

G. Proposed fees. (5 points maximum)

**\*All dates are predicated on the mail date above. If mail date changes, all dates change TBD**

10. After all presentations have been made and proposals reviewed by the Executive Director, the MBVCA will make a determination.
11. Negotiations between the selected proposer and the Executive Director or designee take place to arrive at a contract. If the MBVCA has so directed, the Executive Director may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.
12. The Executive Director or designee after successful negotiations will present a contract acceptable to the respective parties to the MBVCA Attorney's office for approval as to form and language, and then to the MBVCA for signature after the selected proposer has done so.

**Note:**

**By submitting a proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.**

## **SECTION V - GENERAL PROVISIONS**

### **A. ASSIGNMENT**

The successful proposer shall not enter into any sub-contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the MBVCA. Any unauthorized assignment shall constitute default by the successful proposer.

### **B. INDEMNIFICATION**

The successful proposer shall be required to agree to indemnify and hold harmless the MBVCA and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful proposer, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful proposer shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the MBVCA in the defense of such claims and losses, including appeals.

### **C. TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful proposer, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the MBVCA shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful proposer of such termination which shall become effective upon receipt by the successful proposer of the written termination notice.

In that event, the MBVCA shall compensate the successful proposer in accordance with the Agreement for all services performed by the proposer prior to termination, net of any costs incurred by the MBVCA as a consequence of the default.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the MBVCA for damages sustained by the City by virtue of any breach of the Agreement by the proposer, and the MBVCA may reasonably withhold payments to the successful proposer for the purposes of set off until such time as the exact amount of damages due the MBVCA from the successful proposer is determined.

### **D. TERMINATION FOR CONVENIENCE OF MBVCA**

The MBVCA may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful proposer of such termination, which shall become effective thirty (30) days following receipt by proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the MBVCA. If the Agreement is terminated by the MBVCA as provided in this section, no compensation shall be due to the successful proposer for any profits that the successful proposer expected to earn on the balanced of the Agreement.

Odwyerpr.com



## **SECTION VI - SPECIAL TERMS AND CONDITIONS**

**INSURANCE:** Successful Proposer shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Any exceptions to these requirements must be approved by the City's Risk Management Department:

**Commercial General Liability.** A policy including, but not limited to, comprehensive general liability including bodily injury, personal injury, property damage in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The Miami Beach Visitor and Convention Authority must be named as certificate holder and additional insured on policy.

**Automobile Liability.** A policy including, but not limited to, automobile liability including bodily injury, personal injury, property damage in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The Miami Beach Visitor and Convention Authority must be named as certificate holder and additional insured on policy.

**Worker's Compensation.** A policy of Worker's Compensation and Employers Liability Insurance in accordance with State worker's compensation laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Selected Proposer or MBVCA, and shall name the MBVCA and the officers, agents and employees of said organizations as additional insured while acting within the scope of their duties but only as to work performed by the Selected Proposer under this Agreement. This policy cannot be canceled without thirty (30) days prior written notice to the MBVCA.

The Selected Proposer shall file and maintain certificates of all insurance policies with the MBVCA showing said policies to be in full force and effect at all times during the course of the Agreement. No work shall be done by the Selected Proposer during any period when it is not covered by insurance as herein required. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to the MBVCA.

Evidence of such insurance shall be submitted to and approved by the MBVCA prior to commencement of any work or tenancy under the proposed Agreement.

If any of the required insurance coverage's contain aggregate limits, or apply to other operations or tenancy of selected Proposer outside the proposed Agreement, selected Proposer shall give the MBVCA prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the MBVCA. Selected Proposer shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

**FAILURE TO PROCURE INSURANCE:** Selected Proposer's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which MBVCA may immediately terminate the proposed Agreement.

**SECTION VII - PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO THE MBVCA**

1.      **Proposer Information**
2.      **Fee Proposal Form**
3.      **Declaration**
4.      **Questionnaire**

Odwyerpr.com

## PROPOSER INFORMATION

Submitted by: \_\_\_\_\_

Proposer (Entity): \_\_\_\_\_

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

Name (Typed): \_\_\_\_\_

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

City/State: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

It is understood and agreed by Proposer that the MBVCA reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the MBVCA, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

**ACKNOWLEDGMENT OF ADDENDA**

**REQUEST FOR PROPOSALS NO. \_\_\_\_\_**

Directions: Complete Part I or Part II, whichever applies.

**Part I:** Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. 1, Dated \_\_\_\_\_

Addendum No. 2, Dated \_\_\_\_\_

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Addendum No. 5, Dated \_\_\_\_\_

**Part II:** \_\_\_\_\_ No addendum was received in connection with this RFP.

Verified with MBVCA staff

\_\_\_\_\_  
Name of Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer - Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**PRICE PROPOSAL FORM**

**PROPOSER'S NAME:**

---

**SIGNATURE:**

---

**TITLE:**

---

**ADDRESS:**

---

---

---

**TELEPHONE NUMBER:**

---

In the event that there is a need for additional services not listed above, which may be needed during the contract period, proposers must provide as an attachment to their proposal, the hourly billing rates for each member of your firm.

**DECLARATION**

**TO:** Grisette Roque Marcos  
Executive Director  
City of Miami Beach, Florida

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

The undersigned, as Proposer, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this proposal or in the contract to which this proposal pertains; that this proposal is made without connection or arrangement with any other person; and that this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this proposal is accepted, to execute an appropriate MBVCA document for the purpose of establishing a formal contractual relationship between the Proposer and the Miami Beach Visitor and Convention Authority, for the performance of all requirements to which the proposal pertains.

The Proposer states that this proposal is based upon the documents identified by the following number: RFP No. 1-10/11

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE (IF CORPORATION)**

**QUESTIONNAIRE**

**Proposer's Name:**

---

**Principal Office Address:**

---

---

---

**Official Representative:**

---

**Individual**

**Partnership (Circle One)**

**Corporation**

**If a Corporation, answer this:**

**When Incorporated:**

---

**In what State:**

---

**If a Foreign Corporation:**

**Date of Registration with  
Florida Secretary of State:**

---

**Name of Resident Agent:**

---

**Address of Resident Agent:**

---

---

---

**President's Name:**

---

**Vice-President's Name:**

---

**Treasurer's Name:**

---

**Members of Board of Directors:**

---

---

---

**Questionnaire (continued)**

**If a Partnership:**

**Date of organization:**

**General or Limited Partnership\*:**

**Name and Address of Each Partner:**

**NAME**

**ADDRESS**


**\* Designate general partners in a Limited Partnership**

--	--

**1. Number of years of relevant experience in operating similar business:** \_\_\_\_\_

**2. Have any similar agreements held by Proposer ever been canceled?**

Yes ( ) No ( )

If yes, give details on a separate sheet.

**3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?**

**If yes, please explain:** \_\_\_\_\_




**Questionnaire (continued)**

4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No ( )

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this bid and Qualification Form have ( ) have not ( ) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions: \_\_\_\_\_  
\_\_\_\_\_

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:

\_\_\_\_\_  
\_\_\_\_\_

- B. List all judgments from lawsuits in the last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_

- C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

\_\_\_\_\_  
\_\_\_\_\_

**Questionnaire (continued)**

- 
- 

- odwyerpr.

The Proposer understands that information contained in this Questionnaire will be relied upon by the MBVCA in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the Executive Director. The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Beach Police Department. By submitting this questionnaire the Proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**(CORPORATE SEAL)**

Secretary

**IF INDIVIDUAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**IF PARTNERSHIP:**

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
General Partner

\_\_\_\_\_  
Print Name

**IF CORPORATION:**

\_\_\_\_\_  
Print Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_