

# REQUEST FOR QUALIFICATIONS

## FOR PUBLIC RELATIONS SERVICES FOR THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY RFQ 1-13/14

**BID ISSUANCE DATE: FRIDAY, APRIL 28, 2014**  
**PRE-BID MEETING DATE: FRIDAY, MAY 2, 2014, 10:00 AM**  
**RFQ DUE DATE AND TIME: MONDAY, MAY 12, 2014 BY 3:00 PM**

**ISSUED BY:**

**Grisette Roque Marcos**, Executive Director  
MIAMI BEACH VISITOR AND CONVENTION AUTHORITY  
1701 Meridian Avenue, Suite 402A Miami Beach, FL 33139  
305.673.7050 | [Groquemarcos@miamibeachvca.com](mailto:Groquemarcos@miamibeachvca.com)



# RFQ 1-13/14

## FOR PUBLIC RELATIONS SERVICES FOR THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY

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## **PUBLIC NOTICE**

Sealed responses, as detailed herein, will be received until 3:00 PM on, Monday, May 12, 2014, at the above listed address.

**ANY RESPONSE RECEIVED AFTER 3:00 PM ON THE RESPONSE DUE DATE WILL BE RETURNED TO THE RESPONDENT UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING RESPONSES BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE RESPONDENT. THE MBVCA WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.**

The MBVCA utilizes Bid Sync for automatic notification of bid opportunities and document fulfillment, including the issuance of any addendum to this RFQ. This system allows vendors to register online and receive notification of new bids, addendums and awards. Registration is available through [www.publicpurchase.com](http://www.publicpurchase.com).

Any prospective respondent who has received this RFQ by any means other than through Bid Sync must register immediately with Bid Sync to assure receipt of any addendum issued to this RFQ. Prospective respondent are solely responsible for assuring they have received any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of response submitted.

Respondents are hereby advised that this RFQ is subject to the following ordinances/resolutions, which may be found on the MBVCA website: [www.miamibeachvca.com](http://www.miamibeachvca.com).

CONE OF SILENCE.....CITY CODE SECTION 2-486  
DEBARMENT PROCEEDINGS.....CITY CODE SECTIONS 2-397 THROUGH 2-485.3  
LOBBYIST REGISTRATION AND DISCLOSURE  
OF FEES.....CITY CODE SECTIONS 2-481 THROUGH 2-406  
CAMPAIGN CONTRIBUTIONS BY VENDORS.....CITY CODE SECTION 2-487  
CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON  
PROCUREMENT ISSUES.....CITY CODE SECTION 2-488  
REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR  
DOMESTIC PARTNERS.....CITY CODE SECTION 2-373  
LIVING WAGE REQUIREMENT.....CITY CODE SECTIONS 2-407 THROUGH 2-410  
LOCAL PREFERENCE FOR MIAMI BEACH-BASED  
VENDORS.....CITY CODE SECTION 2-372  
PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS  
AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS  
ENTERPRISES.....CITY CODE SECTION 2-374  
FALSE CLAIMS ORDINANCE.....CITY CODE SECTION 70-300

All questions or requests for clarifications must be received by the Executive Director named above no later than ten (10) calendar days prior to the scheduled RFQ due date. The Assistant Director, Eileen de la Cuesta, [edelacuesta@miamibeachvca.com](mailto:edelacuesta@miamibeachvca.com) must be copied on any question or comment submitted in response to this RFQ. All responses to questions/clarifications will be sent to respondents in the form of a written addendum.

THE MBVCA RESERVES THE RIGHT TO ACCEPT ANY RESPONSES DEEMED TO BE IN THE BEST INTEREST OF THE MBVCA, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY RESPONSE, OR REJECT ANY AND/OR ALL RESPONSES.

Sincerely,

Grisette Roque Marcos, Executive Director  
Miami Beach Visitor and Convention Authority

**SECTION I - OVERVIEW AND RESPONSE 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 is issuing this Request for Qualifications (RFQ) for destination marketing and communications consulting services to continue its expanded public relations and marketing, which compliments the efforts of the Greater Miami Convention and Visitors Bureau (GMCVB). This effort is also intended to market Miami Beach to international and national visitors.

This RFQ is issued pursuant to Chapter 287.055, Florida Statutes, the Consultants Competitive Negotiations Act (CCNA)

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**B. SOLICITATION TIMETABLE**

The tentative schedule for this Solicitation is as follows:

|   |                                 |
|---|---------------------------------|
| Solicitation Issued   | Monday, April 28, 2014          |
| Pre-Submittal Meeting   | Friday, May 2, 2014 at 10:00 am |
| Deadline for Receipt of Questions   | Wednesday, May 7, 2014, 3:00 pm |
| Responses Due   | Thursday, May 8, 2014, 3:00 pm  |
| Selection Committee Meeting (Proposal Evaluations and Respondent Presentations) | Week of June 16, 2014           |

**C. RESPONSE SUBMITTAL DUE DATE**

An original and twenty (20) copies of complete responses, and one electronic copy (CD or flash drive), must be received **no later than 3:00 p.m. on the dated stated in Section 1(B)**, at the following address:

**Miami Beach Visitor and Convention Authority  
1701 Meridian Avenue  
Suite 402A  
Miami Beach, Florida 33139**

The original and all copies, including the electronic copy, must be submitted to the MBVCA in a sealed package clearly noted with the respondent’s name, address, and RFQ number and title. **No facsimile, electronic, or e-mail Responses will be considered. The MBVCA reserves the right to request additional copies which shall be provided at no cost to the MBVCA.**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE RESPONDENT. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.**

**ANY RESPONSES RECEIVED AFTER STATED DUE DATE WILL BE RETURNED TO THE RESPONDENT UNOPENED. RESPONSES RECEIVED AFTER THE RFQ DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.**

**D. PRE-SUBMITTAL MEETING**

A Pre-Submittal Meeting will be held on the date and time noted in Section 1(B) at the following address:

**Miami Beach Visitor and Convention Authority  
1701 Meridian Avenue  
Suite 402A  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) **is optional** as a source of information. Respondents interested in participating in the Pre-Submittal Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 888-270-9936 (USA – Toll Free)
- (2) Enter the MEETING NUMBER: 6050009

**E. CONTACT INFORMATION**

|                                   |                            |  |
|-----------------------------------|----------------------------|--|
| Contact:<br>Grisette Roque Marcos | Telephone:<br>305-673-7050 | Email:<br>groquemarcos@miamibeachvca.com |
|-----------------------------------|----------------------------|--|

Any questions or requests for clarifications must be made in writing to the Executive Director. Facsimile or e-mail requests are acceptable. Please send all questions and/or requests for clarifications to the contact named above, **with a copy** to the Assistant Director at edelacuesta@miamibeachvca.com, no later than the date specified in the RFQ timetable.

**F. RESPONSE TO QUESTIONS & ADDENDUM TO RFQ**

The Executive Director will issue replies to inquiries and any other corrections or amendments, as he/she deems necessary, in written addenda issued prior to the deadline for responding to the RFQ. Respondents should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFQ or in any written addendum to this RFQ. Respondents should verify with the Executive Director prior to submitting that all addenda have been received.

**G. METHOD OF AWARD**

Pursuant to F.S. 287.055, the MBVCA shall first consider the qualifications of firms through the process outlined in Section V, Evaluation of Process. The ranking results of Steps 1 & 2 outlined in Section V, Evaluation of Process, will be considered by the Executive Director who may recommend to the MBVCA Board the respondent(s) he deems to be in the best interest of the MBVCA, or may recommend rejection of all responses. The Executive Director's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the respondent to perform the contract.
- (2) Whether the respondent can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the respondent.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the respondent with laws and ordinances relating to the contract.

The Board shall consider the Executive Director's recommendation and may approve such recommendation. The Board may also, at its option, reject the Executive Director's recommendation and select another respondent (or respondents) which it deems to be in the best interest of the MBVCA, or it may also reject all responses. Following the final approval of ranking of qualified firms by the Board, the MBVCA shall attempt to negotiate mutually an agreement with the top-ranked firm; and, if unsuccessful, will attempt to negotiate an agreement with the second-ranked and third-ranked firms (as available), in order of rank.

**H. CONE OF SILENCE**

Pursuant to the City's Cone Of Silence Ordinance, as codified in Section 2-486 of the City Code, respondents are advised that oral communications between the respondent, or their representatives and 1) the MBVCA Board and their respective staff; or 2) members of the MBVCA's Administrative staff (including but not limited to the Executive Director and his staff); or 3) Evaluation Committee members, is prohibited.

**I. MODIFICATION/WITHDRAWALS OF RESPONSES**

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

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

**J. RFQ POSTPONEMENT/CANCELLATION/REJECTION**

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

**K. COSTS INCURRED BY RESPONDENTS**

All expenses involved with the preparation and submittal of responses, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the respondent, and shall not be reimbursed by the MBVCA.

**L. EXCEPTIONS TO RFQ**

Respondents must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the

response. The MBVCA, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the MBVCA shall require the respondent to comply with the particular term and/or condition of the RFQ to which respondent took exception to (as said term and/or condition was originally set forth on the RFQ).

**M. FLORIDA PUBLIC RECORDS LAW**

Respondents are hereby notified that all responses including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the MBVCA provides notice of an intended decision or until thirty (30) days after opening of the responses, whichever is earlier. Additionally, in the event an agreement is entered into with a respondent pursuant to this RFQ, respondent agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**N. NEGOTIATIONS**

The MBVCA reserves the right to enter into further negotiations with the selected respondent. Notwithstanding the preceding, the MBVCA is in no way obligated to enter into a contract with the selected respondent in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by respondents that by submitting a response, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the MBVCA; and executed by the parties.

**O. OBSERVANCE OF LAWS**

Respondents are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the respondent will in no way relieve it from responsibility for compliance.

**P. DEFAULT**

Failure or refusal of the selected respondent to execute a contract following approval of such contract by the MBVCA Board, or untimely withdrawal of a response 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 respondent from the MBVCA's vendor list.

**Q. CONFLICT OF INTEREST**

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

**R. RESPONDENT'S RESPONSIBILITY**

Before submitting a response, each respondent shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the respondent from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the respondent.

**S. RELATIONSHIP TO THE CITY**

It is the intent of the MBVCA, and respondents hereby acknowledge and agree, that the selected Respondent is considered to be an independent contractor, and that neither the respondent, nor the respondent's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the MBVCA.

**T. PUBLIC ENTITY CRIME**

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.

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

This RFQ is subject to, and all respondents are expected to be or become familiar with, all City lobbyist laws. Respondents shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such noncompliance.

**V. CONE OF SILENCE**

This RFQ is subject to, and all respondents are expected to be or become familiar with, the City's Cone of Silence requirements, as codified in Section 2-486 of the City Code. Respondents shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance.

**W. DEBARMENT ORDINANCE**

This RFQ is subject to, and all respondents are expected to be or become familiar with, the City's Debarment Ordinance (as adopted pursuant to Ordinance No. 200-3234, and as codified in Sections 2-397 through 2-406 of the City Code).

**X. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS**

This RFQ is subject to, and all respondents are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Respondents shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such noncompliance.

**Y. CODE OF BUSINESS ETHICS**

Pursuant to City Resolution No.2000-23879, the respondent shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the respondent, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**Z. AMERICAN WITH DISABILITIES ACT (ADA)**

Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

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

Respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this response. 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 –MINIMUM QUALIFICATIONS & REQUIREMENTS**

### **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;

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### **SECTION III – SCOPE OF SERVICES (SERVICES)**

#### **EXHIBIT A**

**DELIVERABLES:** All appropriate, usual and standard public relations and communications services, including, but not limited to press and media outreach, strategic planning, crisis management, event recruitment and trend tracking. All of the planning deliverables drafts (strategic plan, PR plan, event recruitment plan appear to be due 60 days after award of the contract). To get traction more quickly, we could ask for drafts of component pieces on a staged and accelerated basis so that we are able to review and implement the plans more quickly and effectively.

#### **1. Develop and implement an annual strategic plan**

- a. Maintain an updated media list and approach plan; the first draft of this plan shall be drafted and delivered to the MBVCA by the agency by the end of the second month of the contract term.
  - i. Annually, develop a “blue-sky“ communications and PR vision, in collaboration with MBVCA and City of Miami Beach (CMB)
  - ii. Develop and implement story-lead calendar
  - iii. Develop a media list
    - a) Craft list to support the CMB’s and the MBVCA’s projected marketing, crisis, public relations and promotion needs.
    - b) Identify and define local, regional, national and international media, individual opinion shapers, key publications and essential electronic media, niche media and appropriate social media
  - iv. Maintain updated media list and continuously share with MBVCA
  - v. Maintain existing personal media relationships and develop new ones
  - vi. Interview media and research for trends, strengths, failures and opportunities and missed opportunities
- b. Focus media story/leads plan on MBVCA core/target initiatives /established buckets (Exhibit B, attached), monthly
  - i. Develop a comprehensive PR plan for the year, by the end of the second month of the contract.
    - a) Continually develop and pitch story ideas, including, but not limited to: evergreen stories, horizon issues, brand and identity stories, event based stories, topical issues, new business, industry, cultural, iconic, and more, through creative consultation with MBVCA, CMB, and all partners ; report monthly
  - ii. Develop a monthly pitch calendar
- c. Develop reporting structure to be delivered monthly.
  - i. Develop goals and measurements to define impact and success (or lack thereof) of story placement. Require the development of measurable goals for all activities in the scope
  - ii. Collaborate with the MBVCA leadership, Board and CMB leadership.
    - a) Secure story approval from MBVCA before pitching.
    - b) Review and categorize Greater Miami Conventions & Visitors Bureau (GMCVB) activities to prevent duplication; identify key partners at GMCVB; piggyback promotion and tactics as possible.
    - c) Collaborate to co-promote events and projects funded by the MBVCA or CMB-sanctioned, with agencies/ individuals contracted by grant recipients, as possible and appropriate
  - iii. Deliver reports as scheduled
    - a) Provide electronic weekly recap reports to MBVCA staff.
    - b) Provide monthly updates/presentations to the MBVCA Board or as requested
    - c) Provide monthly written analyses
    - d) Schedule bi-weekly planning calls with MBVCA leadership
    - e) Create new bios for board members and staff
    - f) Increase name recognition for a specific brand positioning based on buckets developed in conjunction with the City of Miami Beach

#### **2. Solicit and analyze tourism trends, opinions and attitudes globally; report to MBVCA and CMB monthly**

- a. Develop methodology for securing and reporting data

- b. When and if (negative) stories (gossip) appear globally, notify MBVCA immediately and prepare to take action, as necessary
- 3. Recruit and deliver a new event/meeting to Miami Beach for 2013-2014, preferably in the shoulder season (May 1 through November 1)**
- a. Deliver, by the end of the second month of the contract, a comprehensive and creative event recruitment plan that could yield a new major event in 2013-2014
    - i. The event should yield a significant number of new room nights,
      - a) Can be in the form of a group meeting, convention, or a major special event
      - b) Identify, target and recruit event trade show producers, convention and event managers, media producers, businesses, major corporations
      - c) Identify, target and recruit (a) successful major special event(s) in another city, conventions, meetings and/or trade shows, advertising and fashion shoots, television origination and movie/TV filming and production; recruit
      - d) Identify, target and recruit a major global corporation(s) or trade show(s) to hold a meeting or convention in Miami Beach
    - ii. Assist in the promotion of new 'event'
  - b. Coordinate with the Miami Beach Convention Center, CMB, GMCVB to strengthen tactics and limit replication of solicitation
  - c. Strengthen, enhance and promote Miami Beach's reputation for meetings and conventions
  - d. Public Relations activities will focus on the creation of at least one, and possibly more destination event(s) per calendar year to inform key travel media about what's new and newsworthy in Miami Beach. Each event will be appropriately themed and targeted to attract top tier media. Destination partners that fit with the event theme will be provided with an opportunity to participate in these events in some fashion, to be determined.
  - e. Plan press conferences and stunts when appropriate to drive coverage.
- 4. Position Miami Beach globally as backdrop for ads, TV, movies, commercials, TV /cable origination**
- a. Help develop a tactical plan to effectively lobby/recruit end-users
  - b. Coordinate administrative support for recruitment with CMB (liaison, film & print office, special events office, etc.)
- 5. Publicize MBVCA financial grant awards and grant opportunities globally**
- a. Attend MBVCA funded events when possible for story development
  - b. Publicize MBVCA efforts/ opportunities that deliver financial support through grants for events and projects
  - c. Use press release format/ schedule to release stories to media when grants are awarded
  - d. Develop opportunities for regular appearances by the staff and board on public affairs and lifestyle shows; to include television, radio, print, and other regional, national, and/or international platforms.
- 6. Consult and assist on the strategic development and implementation of social media strategy, including:**
- a. Blog development and blogger relations; Website management; Search engine optimization (SEO);Twitter/Facebook/Flickr/Scrbd/YouTube; Cell Phone/IPAD apps/Miami Beach Apps. Include the potential monetization of the APP/API
  - b. Utilize social media to generate publicity, word of mouth and grow the city's overall social media presence. Utilize tools and technology including digital media and blogging to support day to day marketing efforts. Multiple language platforms: Spanish, Portuguese, Russian, French and Italian
  - c. Help manage MBVCA's social media websites including Facebook, Twitter, and Pinterest; update the sites with details about promotions and press clips.
  - d. Create Instagram Account and share images of the previous years' events to build momentum and exposure. Share positive Miami Beach images that promote our goals and PR vision. Establish "#" campaign terms approved by MBVCA that help further our objectives
- 7. Work with CMB and MBVCA to develop/identify, crisis management, intervention and horizon issue plans**
- a. Establish a crisis back-up team for CMB and MBVCA
  - b. Provide a plan for opinion shifting tactics as necessary
  - c. Lead response to national or international issues/concerns

8. **Use all global affiliations to enhance Miami Beach’s reputation and visibility and recruit visitors**
9. **Awards and Accolades** – both Miami Beach and MBVCA; also includes “best of…” lists and other similar accolades
10. **Public Relations Seminar** - Familiarity with the fundamentals of public relations and expertise in handling press inquiries, contacts and crisis management are vitally important to a destination’s tourism network. The firm will coordinate seminars to benefit the City of Miami Beach and its constituents. The seminar is designed for people who can benefit by learning from public relations experts and are staged in a central location convenient for multiple tourism and economic development partners. Participants also receive an update on the MBVCA’s overall public relations program.
11. **Organize travel writer familiarization trips to promote Miami Beach that will result in published articles in conjunction with the MBVCA**
  - a. If budget permits, represent Miami Beach at travel writer conferences and other related shows, outside of those attended by GMCVB to avoid duplication of efforts.
  - b. Support the GMCVB with work that may include the creation of individual media itineraries; creation and implementation of group destination press FAMs; response to individual media requests for information, and support with any and all public relations initiatives at the Bureau as assigned.
12. **Participate in the development and promotion of new technology to include a new (brand) Mobile Apps and tourism-based website; suggest ways to improve the press coverage on the website; provide continued support.**
13. **Provide assistance to the MBVCA in the planning/participation/involvement of the City of Miami Beach 100 year anniversary.**

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**EXHIBIT B**

**Core Initiatives 2014-2015-2016**

**To improve visitor's experience, we want to promote**

1. Cultural experiences (music, performance, arts, museums, design and architecture, history)
2. Improved visitor service (Customer service training, Visitors' Centers, Wayfinding)
3. The Gay/Lesbian/ Bisexual and Transgender community
4. Collaboration with all tourism partners and residents

**To increase 'heads in beds', we want to develop**

5. New special events, festivals and concerts
6. An enhanced reputation for gastronomy: restaurants, chefs, wine & food
7. Entertainment, festivals, concerts and major events Clubs and nightlife
8. A positive reputation good health, medical treatment, wellness, sports and revitalization (spas)
9. A group stimulus program to recruit conventions, meetings and trade shows
10. The wedding market
11. The visibility and utilization of unique properties, including boutique hotels

**We want to recruit production to showcase Miami Beach in a positive light through**

12. Film, advertising and fashion production
13. Television origination
  - a. Cable show stories, production
14. News programs: local, regional, national and global

**Polishing the message, we want to enhance the reputation of Miami Beach, so we want to**

15. Develop consistent messaging
16. Improve crisis planning
17. Create social media platforms
18. Review and plan for 'horizon' issues
19. Ensure thoughtful strategic and action planning
20. Measure and review strategies, plans and tactics for improved performance and ROI
21. Develop messages for residential community regarding the value of tourism

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## **SECTION IV – 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 RFQ, such as a Questionnaire or Proposal Guaranty.

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## **SECTION V – EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for proposal evaluation and selection is as follows:

1. Request for Qualifications issued: **Monday, April 28, 2014\***
2. Pre-Bid Conference: **Friday, May 2, 2014 at 10:00 am**
3. Deadline for receipt of questions: **Wednesday, May 7, 2014 by 3:00 pm**
4. Receipt of Qualifications: **Monday, May 12, 2014 by 3:00 pm**
5. Opening and listing of all Qualifications received: **Monday, May 12, 2014**
6. Point system evaluation by staff: **Completed by Friday, May 16, 2014**
7. Review and analysis of submissions, relative to requirements by the Executive Director. Top qualifiers selected. Completed by: **Friday, May 16, 2014.**
8. (Top) qualifiers may be requested to make additional written submissions or oral presentations to the MBVCA: **Wednesday, May 28, 2014.**
9. The MBVCA shall meet to review (top) qualifiers in accordance with the requirements of the RFQ: **Week of June 2, 2014**
10. Final decisions will be made by MBVCA: **Week of June 16, 2014**

**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 RFQ. **(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. **(15 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. **(15 points maximum)**
- F. Demonstrated record of accomplished work in public relations or as a publicist, specifically for a destination. **(10 points maximum)**
- G. Proven experience in the strategic development and implementation of social media strategies. **(10 points maximum)**
- H. Proposed fees. **(5 points maximum)**

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



11. After all presentations have been made and proposals reviewed by the Executive Director, the MBVCA will make a determination.
12. 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.
13. 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.**

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## **SECTION VI – SPECIAL TERMS AND CONDITIONS: INSURANCE REQUIREMENTS**

The selected Public Relations firm/agency shall maintain the following required insurance coverage in full force and effect. The Public Relations firm/agency shall not commence any work until satisfactory proof of all required insurance coverage has been furnished to the City:

- a) Professional Liability Insurance, in the amount of one million dollars (\$1,000,000.00), per occurrence, with a maximum deductible of \$150,000 per occurrence, \$450,000 aggregate. Public Relations firm/agency shall notify the MBVCA, in writing, within thirty (30) days of any claims filed or made against its Professional Liability Insurance policy.
- b) Comprehensive General Liability Insurance, in the amount of one million dollars (\$1,000,000.00), Single Limit Bodily Injury and Property Damage coverage, for each occurrence, which shall include products, completed operations, and contractual liability coverage. The MBVCA must be named as an additional insured on this policy.
- c) Worker's Compensation and Employer's Liability coverage within the statutory limits required under Florida law.
- d) The Public Relations firm/agency must give the MBVCA at least thirty (30) days prior written notice of cancellation or of substantial modifications in any required insurance coverage. All certificates and endorsements shall contain this requirement.

The insurance must be furnished by an insurance company rated B+:VI or better, or its equivalent, according to Bests' Guide Rating Book, and by insurance companies duly authorized to do business in the State of Florida, and countersigned by the company's Florida resident agent.

Public Relations firm/agency shall provide the MBVCA with a certificate of insurance of all required insurance policies. The MBVCA reserves the right to require a certified copy of such policies, upon written request to Consultant.

Pursuant to Section 725.08, Florida Statutes, the Public Relations firm/agency shall indemnify and hold harmless the MBVCA and its officers, employees, agents, and instrumentalities, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Public Relations firm/agency and other persons employed or utilized by the Public Relations firm/agency in the performance of this Agreement.

The Public Relations firm/agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the MBVCA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Public Relations firm/agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Public Relations firm/agency shall in no way limit its responsibility to indemnify, keep, and save harmless and defend the MBVCA or its officers, employees, agents, and instrumentalities as herein provided.

The Public Relations firm/agency agrees and recognizes that the MBVCA shall not be held liable or responsible for any claims which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the Public Relations firm/agency in which the MBVCA participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor, or other acts of the Consultant, the MBVCA in no way assumes or shares any responsibility or liability of the Public Relations firm/agency (including, without limitation its sub-consultants and/or any registered professionals (architects and/or engineers) under this Agreement).

# APPENDIX A



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## Response Certification, Questionnaire & Requirements Affidavit

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### **RFQ 1-13/14** FOR PUBLIC RELATIONS SERVICES FOR THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY

1701 Meridian Avenue,  
Suite 402A  
Miami Beach, Florida 33139

|                             |                            |                        |
|-----------------------------|----------------------------|------------------------|
| <b>Solicitation No:</b>     | <b>Solicitation Title:</b> |                        |
| <b>Procurement Contact:</b> | <b>Telephone Number:</b>   | <b>E-mail Address:</b> |

**RESPONSE CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

Purpose: The purpose of this Response Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Respondents of certain SOLICITATION and contractual requirements, and to collect necessary information from Respondents in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Response Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.

**1. General Respondent Information.**

|   |                                  |                   |
|---|----------------------------------|-------------------|
| FIRM NAME:  |                                  |                   |
| No of Years in Business:                                      | No of Years in Business Locally: | No. of Employees: |
| OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: |                                  |                   |
| FIRM PRIMARY ADDRESS (HEADQUARTERS):                          |                                  |                   |
| CITY:   |                                  |                   |
| STATE:  |                                  |                   |
| TELEPHONE NO.:  |                                  |                   |
| TOLL FREE NO.:  |                                  |                   |
| FAX NO.:  |                                  |                   |
| FIRM LOCAL ADDRESS:   |                                  |                   |
| CITY:   |                                  |                   |
| STATE:  |                                  |                   |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:           |                                  |                   |
| ACCOUNT REP TELEPHONE NO.:                                    |                                  |                   |
| ACCOUNT REP TOLL FREE NO.:                                    |                                  |                   |
| ACCOUNT REP EMAIL:  |                                  |                   |
| FEDERAL TAX IDENTIFICATION NO.:                               |                                  |                   |

The MBVCA reserves the right to seek additional information from respondent or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the MBVCA deems necessary to evaluate the capacity of the respondent to perform in accordance with contract requirements.

2. **Miami Beach Based (Local) Vendor.** Is prime respondent a Miami Beach based firm?

YES  NO

**SUBMITTAL REQUIREMENT:** Prime Respondents claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach, as required pursuant to ordinance 2011-3747, to demonstrate that the Respondent is a Miami Beach Based Vendor.

3. **Veteran Owned Business.** Is prime Respondent a veteran owned business?

YES  NO

**SUBMITTAL REQUIREMENT:** Prime Respondents claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Litigation History.** Respondent shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If “No” litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Prime Respondent shall submit history of litigation or regulatory action filed against respondent, or any respondent team member firm, in the past five (5) years. If Respondent has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

5. **Suspension, Debarment or Contract Cancellation.** Has prime Respondent ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is “YES,” prime Respondent shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Prime Respondents and all team members are expected to be or become familiar with, the City’s Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Respondents shall be solely responsible for ensuring that all applicable provisions of the City’s Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Responses, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in ITN. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City 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 Procurement Division with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Respondent, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Prime Respondent shall submit firm’s Code of Business Ethics. In lieu of submitting Code of Business Ethics, respondent may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/procurement>.

**Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, respondents shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with MBVCA fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr. with health benefits, and \$12.92/hr. without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor’s Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Respondents’ failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said respondent as non-responsive, and may further subject respondent to additional penalties and fines, as provided in the City’s Living Wage Ordinance, as amended. Further information on the Living Wage [requirement is available at www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Respondent agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide “Equal Benefits” to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor’s employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES  NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

YES  NO

C. Please check all benefits that apply to your answers above and list in the “other” section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT              | Firm Provides for Employees with Spouses | Firm Provides for Employees with Domestic Partners | Firm does not Provide Benefit |
|----------------------|--|--|-------------------------------|
| Health               |  |  |                               |
| Sick Leave           |  |  |                               |
| Family Medical Leave |  |  |                               |
| Bereavement Leave    |  |  |                               |

If Respondent cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the Executive Director, or his designee. Approval is not guaranteed and the Executive Director’s decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Public Relations firm/agency under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, respondent agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the MBVCA may release one or more addendum to the solicitation which may provide additional information to respondents or alter solicitation requirements. The MBVCA will strive to reach every Respondent having received solicitation through the MBVCA’s e-procurement system, PublicPurchase.com. However, Respondents are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Respondent has received all addendum released by the MBVCA pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in response disqualification.

| Initial to Confirm Receipt |            | Initial to Confirm Receipt |             | Initial to Confirm Receipt |             |
|----------------------------|------------|----------------------------|-------------|----------------------------|-------------|
|                            | Addendum 1 |                            | Addendum 6  |                            | Addendum 11 |
|                            | Addendum 2 |                            | Addendum 7  |                            | Addendum 12 |
|                            | Addendum 3 |                            | Addendum 8  |                            | Addendum 13 |
|                            | Addendum 4 |                            | Addendum 9  |                            | Addendum 14 |
|                            | Addendum 5 |                            | Addendum 10 |                            | Addendum 15 |

If additional confirmation of addendum is required, submit under separate cover.

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## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the MBVCA for the recipient's convenience. Any action taken by the MBVCA in response to Responses made pursuant to this RFQ, or in making any award, or in failing or refusing to make any award pursuant to such Responses, or in cancelling awards, or in withdrawing or cancelling this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the MBVCA.

In its sole discretion, the MBVCA may withdraw the solicitation either before or after receiving responses, may accept or reject responses, and may accept responses which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the MBVCA may determine the qualifications and acceptability of any party or parties submitting Responses in response to this solicitation.

Following Submittal of a Bid or Response, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Response and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the MBVCA in its discretion.

The information contained herein is provided solely for the convenience of prospective Respondents. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The MBVCA does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with MBVCA officials, shall be at the recipient's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the MBVCA without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the MBVCA or its agents that any Response conforming to these requirements will be selected for consideration, negotiation, or approval.

The MBVCA shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Responses submitted to the MBVCA pursuant to this RFQ are submitted at the sole risk and responsibility of the party submitting such Response.

This RFQ is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The MBVCA and all Respondents will be bound only as, if and when a Response (or Responses), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the MBVCA for any reason, or for no reason, without any resultant liability to the MBVCA.

The MBVCA is governed by the Government-in-the-Sunshine Law, and all Responses and supporting documents shall be subject to disclosure as required by such law. All Responses shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Respondents are expected to make all disclosures and declarations as requested in this solicitation. By Submittal of a Response, the Respondent acknowledges and agrees that the MBVCA has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Response, and authorizes the release to the MBVCA of any and all information sought in such inquiry or investigation. Each Respondent certifies that the information contained in the Response is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the RFQ, all Respondents agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this RFQ, or any response thereto, or any action or inaction by the MBVCA with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the MBVCA.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the RFQ, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFQ and any disputes arising from the RFQ shall be governed by and construed in accordance with the laws of the State of Florida.



**RESPONDENT CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Respondent, am submitting the following information as my firm's response; Respondent agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this ITN, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; respondent agrees to be bound to any and all specifications, terms and conditions contained in the ITN, and any released Addenda and understand that the following are requirements of this SOLICITATION and failure to comply will result in disqualification of response submitted; Respondent has not divulged, discussed, or compared the response with other Respondents and has not colluded with any other respondent or party to any other response; respondent acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this response, inclusive of the Response Certification, Questionnaire and Requirements Affidavit are true and accurate.

|  |  |
|--|--|
| Name of Respondent's Authorized Representative:      | Title of Respondent's Authorized Representative: |
| Signature of Respondent's Authorized Representative: | Date:  |

State of FLORIDA )  
 )  
 County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally  
 appeared before me \_\_\_\_\_ who  
 stated that (s)he is the \_\_\_\_\_ of

\_\_\_\_\_, a corporation, and that the instrument was signed in behalf of the said corporation by  
 authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

---

