

REQUEST FOR PROPOSALS

FOR PUBLIC RELATIONS SERVICES FOR THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY RFP 2–21 / 22

BID ISSUANCE DATE: MONDAY, SEPTEMBER 27, 2021

PRE-BID MEETING DATE: WEDNESDAY, OCTOBER 13, 2021, 10:00 AM

RFP DUE DATE AND TIME: MONDAY, NOVEMBER 1, 2021, BY 3:00 PM

ISSUED BY:

Grisette Roque Marcos, Executive Director
MIAMI BEACH VISITOR AND CONVENTION AUTHORITY
1701 Meridian Avenue, Suite 403 Miami Beach, FL 33139
305.673.7050 | Groquemarcos@miamibeachvca.com



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

TABLE OF CONTENTS

Section I	Public Notice	3
Section II	Overview & Response Procedures	4
Section III	Minimum Qualifications and Requirements	11
Section IV	Scope of Services.....	12
Section V	Proposal Format	14
Section VI	Evaluation/Selection Process: Criteria for Evaluation.....	16
Section VII	Special Terms & Conditions: Insurance Requirements.....	18
Section VIII	Appendices.....	19
	Appendix A – Response Certification, Questionnaire & Requirements Affidavit	
	Appendix B - Disclosure and Disclaimer Section	

Downloaded from publicpurchase.com

Section I. PUBLIC NOTICE

PUBLIC NOTICE

Sealed responses, as detailed herein, will be received until 3:00 PM on, **Monday, November 1, 2021, by 3:00 pm**, at the address listed on the cover page, **and** via Public Purchase as noted in Section II.

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.

GENERAL This Request for Proposals (RFP) is issued by the Miami Beach Visitor and Convention Authority, Florida (the “MBVCA”), as the means for prospective Respondents to submit their proposals, proposed scopes of work and cost proposals (the “Proposal”) to the MBVCA for the MBVCA’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Respondents and, subsequently, the successful Respondent(s) (the “contractor[s]”) if this RFP results in an award.

The MBVCA utilizes **Public Purchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Respondent who has received this RFP by any means other than through **Public Purchase** must register immediately with **Public Purchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}

Section II. OVERVIEW AND RESPONSE PROCEDURES

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 Proposals (RFP) 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.

SOLICITATION TIMETABLE

The tentative schedule for this Solicitation is as follows:

Solicitation Issued	Monday, September 27, 2021
Pre-Submittal Meeting	Wednesday, October 13, 2021, 10:00 am
Deadline for Receipt of Questions	Monday, October 18, 2021, 12:00 pm
Receipt of Proposals Due	Monday, November 1, 2021, 3:00 pm
Selection Committee Meeting (Proposal Evaluations and Respondent Presentations)	Week of December 6, 2021; date and time TBD

A. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held on the date and time noted above through Zoom. Meeting details appear below:

<https://us06web.zoom.us/j/83772395508?pwd=SGJxajliYUVmNTFoTXdhcORUVXNzd09>

Meeting ID: 837 7239 5508

Passcode: 327628

Attendance/Participation **is optional** as a source of information. Respondents interested in participating in the Pre-Submittal Meeting via telephone may dial into the Zoom meeting as follows:

- (1) Dial the TELEPHONE NUMBER: (301) 715-8592 (Washington DC), (312) 626-6799 (Chicago), (646) 558-8656 (New York)
- (2) Enter the MEETING ID and PASSWORD when prompted: ID: 837 7239 5508; Password: 327628

CONTACT INFORMATION

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

B. RESPONSE TO QUESTIONS & ADDENDUM TO RFP

All questions or requests for clarifications must be received via Public Purchase no later than **Monday, October 18, 2021, by 12:00 pm**. All responses to questions/clarifications will be sent to respondents in the form of a written addendum via Public Purchase.

Respondents should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFP or in any written addendum to this RFP. Respondents should verify, through Public Purchase prior to submitting that all addenda have been received.

C. GENERAL TERMS AND CONDITIONS

PRE-PROPOSAL INTERPRETATIONS

Oral information or responses to questions received by prospective Respondents are not binding on the MBVCA and will be without legal effect, including any information received at a pre-submittal meeting or site visit(s), if applicable. The MBVCA by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the MBVCA in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addenda will be released through Public Purchase. Any prospective respondent who has received this RFP by any means other than through Public Purchase must register immediately with Public Purchase to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Solicitation Timetable** section.

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 staff); or 3) Evaluation Committee members, is prohibited.

SPECIAL NOTICES

Respondents are hereby advised that this RFP may be subject to the following ordinances/resolutions, which may be found on the City of Miami Beach website: www.miamibeachfl.gov.

CITY OF MIAMI BEACH CONE OF SILENCE.....	CITY CODE SECTION 2-486
CONTRACT PROCEDURES.....	CITY CODE SECTIONS 2-366 THROUGH 2-377
DEBARMENT OF CONTRACTORS.....	CITY CODE SECTIONS 2-397 THROUGH 2-406
LOBBYIST REGISTRATION AND DISCLOSURE OF FEES-CITY.....	CODE SECTIONS 2-481 THROUGH 2-485.3
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
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 THROUGH 70-312

PUBLIC ENTITY CRIME

Pursuant to Florida Statute Section 287.133, 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.

COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

This RFP 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.

DEBARMENT ORDINANCE

This RFP 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).

COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS

This RFP 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 2-491 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.

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.

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 SMGQ Law at 305-377-1000 and ask for Leslie José Zigel, Esq.

POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS

The MBVCA reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Respondents through Public Purchase.

JOINT VENTURES

Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor who will serve as the Contract Manager. The MBVCA will only contract with the prime contractor who will serve as the Contract Manager. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Respondent who may serve as team members.

VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City Code Section 2-374, the MBVCA shall give a preference to a responsive and responsible Respondent which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible respondent, by providing such respondent an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more respondents which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

METHOD OF AWARD

The MBVCA shall first consider the qualifications of firms through the process outlined in Section VI, Evaluation of Process. The ranking results of Steps 1 & 2 outlined in Section VI, Evaluation of Process, will be considered by the Executive Director who may recommend to the MBVCA Board the respondent(s) she 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.

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.

RFP 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 RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP.

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.

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.

RELATIONSHIP TO MBVCA

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.

TAXES

The Miami Beach Visitor and Convention Authority is exempt from all Federal Excise and State taxes.

MISTAKES

Respondent are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Respondent's risk and may result in the Proposal being non-responsive.

PAYMENT

Payment will be made by the MBVCA after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced per the contract details.

COPYRIGHT, PATENTS & ROYALTIES

Respondent shall indemnify and save harmless the MBVCA, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MBVCA. If the Respondent uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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.

MANNER OF PERFORMANCE

Vendor agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Respondent with/of applicable laws will in no way be a cause for relief from responsibility. Respondent agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Respondent agrees to furnish to the MBVCA any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Respondent further certifies that it and its employees will keep all licenses,

permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Respondent to comply with this paragraph shall constitute a material breach of this contract.

SPECIAL CONDITIONS

Any and all Special Conditions set forth in Section VII that may vary from these General Terms and Conditions shall have precedence.

NON-DISCRIMINATION

The Respondent certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City code, Respondent shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

DEMONSTRATION OF COMPETENCY

The MBVCA may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) in making an award that is in the best interest of the MBVCA, including:

- A. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- B. Respondents must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capabilities, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- C. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the Miami Beach Visitor and Convention Authority.
- D. The MBVCA may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience), in making an award that is in the best interest of the MBVCA.

ASSIGNMENT

The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the MBVCA.

LAWS, PERMITS AND REGULATIONS

The Respondent shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

OPTIONAL CONTRACT USAGE

When the successful Respondent (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

DISPUTES

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Respondent's proposal in response to the solicitation.

INDEMNIFICATION

The Respondent shall indemnify and hold harmless the MBVCA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the MBVCA or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor 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 be incurred thereon. The Respondent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the MBVCA or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

CONTRACT EXTENSION

The MBVCA reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the MBVCA and as mutually agreed upon by the MBVCA and the contractor.

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 RFP, 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.

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 RFP (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.

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.

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.

EXCEPTIONS TO RFP

Respondents must clearly indicate any exceptions they wish to take to any of the terms in this RFP, 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 RFP to which respondent took exception to (as said term and/or condition was originally set forth on the RFP).

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.

SUPPLEMENTAL INFORMATION

MBVCA reserves the right to request supplemental or clarification information from Respondents at any time during the RFP solicitation or evaluation process, unless otherwise noted herein.

D. RESPONSE SUBMITTAL DUE DATE

An original and ten (10) copies of complete responses must be submitted to the following address, along with the **electronic submission** through **Public Purchase, no later than 3:00 p.m. on November 1, 2021**:

**Miami Beach Visitor and Convention Authority
1701 Meridian Avenue
Suite 403
Miami Beach, Florida 33139**

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

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE RESPONDENT. THE MBVCA 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 RFP DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

E. RESPONSE TO QUESTIONS & ADDENDUM TO RFP

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 RFP. Respondents should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFP or in any written addendum to this RFP. Respondents should verify with the Executive Director prior to submitting that all addenda have been received.

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 III –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; and
- Proven track record of increasing media coverage for tourism and resort destination industry clients.

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}

SECTION IV - SCOPE OF SERVICES

DELIVERABLES: All appropriate, usual, and standard public relations and communications services, including, but not limited to press and media outreach, strategic planning, event recruitment, social media promotions, FAM Trips, and trend tracking. The planning deliverables draft of component pieces are due within 30 days of award to facilitate review and implementation of the plans more quickly and effectively. The Scope of Services below is to be implemented by the chosen firm. All firms submitting a proposal as part of this RFP, must include the Scope of Services below along with their “blue sky” scope for the destination, as part of their proposals.

Objective 1: Identify, effectively differentiate, and promote the Miami Beach brand.

STRATEGIES:

- Explore research to evaluate the Miami Beach brand positioning and equity; utilize findings to hone and amplify creative and messaging.
- Utilize campaign, collateral, and communications channels to showcase the breadth and uniqueness of destination offerings – particularly against the competitive set.
- Continually generate creative, engaging new content and promotions that bring insider activities and destination attributes to light that may not be top of mind with our target audience.
- Ensure campaign, editorial photography, publications, website, and general content reflect diverse interests.
- Work with the City of Miami Beach’s Office of Marketing and Communications Department to ensure proper promotion of designated brand.
- Identify and pursue Awards and Accolades for both the City of Miami Beach and the MBVCA, to include “best of…” lists and others for a minimum of 5 programs throughout the year.

SUCCESS METRICS:

- Benchmark, refine and track content engagement and effectiveness of various programs through media impressions, followers, and subscribers.
- Consider conducting a Usage and Awareness study to track destination perceptions, awareness, and affinities over time.

Objective 2: Increase awareness and consideration of Miami Beach as a world-class destination for leisure and business travel.

STRATEGIES:

- Develop a new, strategic PR campaign and targeted media plan via new MBVCA’s AOR to reach key audiences effectively and efficiently.
- Focus on “established buckets” from which to develop press releases, stories of interest.
 - Leisure Lifestyle Traveler
 - Arts and Culture Traveler
 - Sports/Celebrity/Entertainment Traveler
 - Global LGBTQ+ Traveler
- Identify and develop a list of new initiatives as needed.
- Produce collateral and compelling content that serve to differentiate Miami Beach– and that speaks to the unique variety of visitor activities the destination offers.
- Partner with Greater Miami Convention and Visitors Bureau (GMCVB), City of Miami Beach and other strategic entities to stretch marketing dollars and extend reach; avoid duplication of efforts.
- Leverage paid media spend through earned public relations programs.
- Ensure consistent positioning and messaging across all communication tactics – including traditional and non-traditional advertising, publishing, social media, and public relations efforts.
- Develop/Enhance marketing campaigns to lure tourists back to Miami Beach

- Host a minimum of 3 social media promotional campaigns using new technology to include the Experience Miami Beach app, social media accounts, MBVCA website, and newsletters.

SUCCESS METRICS:

- Create and distribute a minimum of one monthly press release for the duration of the contract.
- Generate a minimum of 1.75 billion advertising impressions.
- Unique/Increase social media engagement/followers by 50%
- Increase e-newsletter conversions/followers by 50% to 5,000 monthly newsletter contacts.
- Other key performance indicators as developed by MBVCA’s new AOR.

Objective 3: Generate increased press and public awareness of Miami Beach in targeted regional (Northeastern and Southeastern regions), national (Continental U.S.), and international to be identified. Increase the number of destination-specific stories in A-list travel, lifestyle, and niche publications. Share compelling reasons for off-season and mid-week travel, as well as inducements for extending stays.

STRATEGIES:

- Develop new story pitches and thoughtful campaigns that differentiate the destination with angles that expressly support all target segments and markets. Pitch a minimum of 15 key contacts a month.
- Press releases and assets:
 - Write and distribute monthly press releases on Miami Beach market segments.
 - Write and distribute quarterly “What’s New” media update of new events/happenings within the City.
 - Update and maintain online Press Room, including press section of photo/video library, up-to-date news releases and destination fact sheets. Distribute original content and assets to communicate news and story ideas.
- Press trips:
 - Host a minimum of 6 domestic Familiarization (FAM) trips through individual media visits, creating customized itineraries to showcase the destination.
 - Produce a minimum of 2 group press visits in conjunction with local partners to showcase niche themes.
- Generate coverage that integrates Miami Beach’s marketing and social media channels when possible:
 - Encourage hosted journalists to cover their stay in real time on social media and use MBVCA’s handles and hashtags.
 - Encourage journalists to include @ExperienceMiamiBeach/#ExperienceMiamiBeach in earned media coverage.
 - Encourage journalist to use MBVCA Chair, Vice Chair and Board members when including expert/industry quotes.

SUCCESS METRICS:

- Track the volume of media coverage, audience reached and paid or bartered advertising equivalent value.
- Achieve a minimum of 20 placements, 35 million impressions and \$10 million in paid advertising equivalent (PAE), annually.
- Track the pick-up of specific story idea themes, with a minimum of 25% of total coverage reflecting specific MBVCA/Miami Beach pitches, top angles, and promotional campaigns.

Objective 4: Effectively position Miami Beach as a premier destination for leisure/group business, cultural events, and film production.

STRATEGIES:

- Work with new AOR to evaluate paid media options and creative development/messaging.
- Explore development of new and updated PR tools, including destination videos and collateral.
- Work with the City of Miami Beach Department of Tourism and Cultural Development to leverage new films and television shows to create cross-promotional marketing opportunities.
- Publicize MBVCA efforts/opportunities that deliver financial support through grants for events and projects using a press release format/schedule to attract new events to the destination.
 - Dedicate 3-5 press releases to highlight grantee events either directly or integrated into a press release that highlights an existing bucket.
- Develop and promote a minimum of 3 social media sweepstakes/promotions with existing grantee organizations.

SUCCESS METRICS:

- Benchmark, refine and track content engagement and effectiveness of various programs as appropriate.
- Attract at least 1 major television or film production to the destination. Utilize Film Incentive Grant as an incentive to lure productions to Miami Beach.
- Sweepstakes/promotions must increase social media followers by 25%

Objective 5: Increase face time with target media to build and strengthen relationships, in concert with Objective 4 (generating destination and brand awareness).

STRATEGIES:

- Update, refine, and build on media distribution lists and contact database.

SUCCESS METRICS:

- Secure a minimum of 10 one-on-one meetings with select media and 1 interactive media event, with a minimum 25% resulting in stories generated.

Objective 6: Explore strategic partnerships to augment opportunities for earned media coverage, bolster brand awareness out of market and create long-term brand affinity.

STRATEGIES:

- Pursue opportunities to partner with both in-market and out-of-market brands to leverage media and brand visibility.

SUCCESS METRICS:

- Collaboration on at least 2 brand partnerships that generate media coverage.

Objective 7: Cultivate in-destination brand advocacy and serve as a resource for the local and regional hospitality industry.

STRATEGIES:

- Produce and distribute press releases and media advisories for local media promoting Miami Beach/MBVCA programs, tourism industry trends and news, and messages about the positive impacts of tourism.
- Disseminate MBVCA reports, newsletters, and collateral to the local hospitality industry, as appropriate.
- Develop a monthly article for local publication.

SUCCESS METRICS:

- Generate a minimum of 20 local news stories reporting on the tourism industry.
- Distribute MBVCA's Weekly Newsletter to further engage the local hospitality industry and encourage the participation of new partners.
- Identify additional local hospitality industry leaders to grow contact list to 200.

Objective 8: Work with CMB and MBVCA to develop/identify, crisis management, intervention, and horizon issue plans.

STRATEGIES:

- Establish a crisis back-up team for CMB and MBVCA.
- Provide a plan for opinion shifting tactics as necessary.
- Assist in spearheading communications for the CMB brand in response to natural disasters and crises.
- Lead response to national or international issues/concerns

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}

SECTION V – 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 proposal 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 proposal requirements listed above.

3. 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

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

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}

SECTION VI – EVALUATION/SELECTION PROCESS: CRITERIA FOR EVALUATION

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued: Monday, September 27, 2021*
2. Pre-Bid Conference: Wednesday, October 13, 2021, 10:00 am
3. Deadline for receipt of questions: Monday, October 18, 2021, 12:00 pm
4. Receipt of Proposals: Monday, November 1, 2021, 3:00 pm
5. Opening and listing of all Proposals received: Wednesday, November 3, 2021
6. Point system evaluation by staff: Completed by: Friday, November 5, 2021
7. Review and analysis of submissions, relative to requirements by the Executive Director. Top qualifiers selected. Completed by: Monday, November 15, 2021
8. (Top) qualifiers may be requested to make additional written submissions or oral presentations to the MBVCA: Friday, November 19, 2021
9. The MBVCA shall meet to review (top) proposals in accordance with the requirements of the RFP: Week of November 29, 2021
10. Final decisions will be made by MBVCA: Week of December 6, 2021

THE MBVCA RESERVES THE RIGHT TO AWARD MULTIPLE CONTRACTS AS DEEMED IN THE BEST INTEREST OF THE ORGANIZATION BASED ON THE PROPOSER'S 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 national/international office; independently or through partner firms. **(5 points maximum)**
- B. Score will reflect the respondent's ability to prioritize the MBVCA's immediate needs, through past 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 a media list and contracts 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 demonstrated ability to integrate marketing and social media efforts within a destination similar to Miami Beach. **(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**

1. After all presentations have been made and proposals reviewed by the Executive Director, the MBVCA will make a determination.
2. 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.
3. 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.

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}

SECTION VII – 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 MBVCA:

- 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).

Section VIII



Appendices

RFP 2-21/22
FOR PUBLIC RELATIONS SERVICES
FOR THE
MIAMI BEACH VISITOR
AND CONVENTION AUTHORITY

1701 Meridian Avenue,
Suite 403
Miami Beach, Florida 33139

APPENDIX A



Response Certification, Questionnaire & Requirements Affidavit

RFP 2-21 / 22
FOR PUBLIC RELATIONS SERVICES
FOR THE
MIAMI BEACH VISITOR
AND CONVENTION AUTHORITY

1701 Meridian Avenue,
Suite 403
Miami Beach, Florida 33139



Solicitation No:	Solicitation Title:	
Procurement Contact:	Telephone Number:	E-mail Address:

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 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 2-491 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. 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 on January 1, 2021, the living wage for covered employees is \$13.31 per hour

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 MBVCA 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 <https://www.miamibeachfl.gov/city-hall/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 ORDINANCE SUMMARY

The foregoing analysis provides a summary of the major points of the proposed Ordinance:

1) What is the intent of the Ordinance?

The proposed Ordinance will require 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.

2) How are "Equal Benefits" defined and what kind of "Benefits" does the Ordinance cover?

"Equal Benefits" means that contractors doing business with the City who are covered by the Ordinance shall be required to provide the same type of benefits that they offer to employees and their spouses, to employees with Domestic Partners.

The type of "Benefits" defined by the Ordinance and which may be offered by a contractor include: sick leave, bereavement leave, family medical leave, and health benefits.

The "Benefits" defined in the Ordinance are the same type of benefits that the City provides to Domestic Partners of City employees, pursuant to Section 62-128 of the City Code.

Notwithstanding the definition of "Benefits" in the Ordinance, to comply with the Ordinance a Contractor is not required to provide all the above-described benefits. Contractors are only required to offer the same type of Benefits they offer to their employees with spouses, to employees with Domestic Partners. Additionally, a Contractor who offers no benefits to employees or their spouses, would not be required to offer any benefits to employees with Domestic Partners (and would still be in compliance with the Ordinance).]

3) Who is considered a "Domestic Partner" under the Ordinance?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

4) What type of Contracts and/or which Contractors are covered by the Ordinance?

The Ordinance only applies to the following:

- Competitively bid City contracts (bids, RFP's, RFQ's, RFLI's, etc.),
- Contracts valued at over \$100,000,
- Contractors who maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks in either the current or the preceding calendar year,
- Contractors covered by the Ordinance are only required to comply as to employees who: 1) either work within the City limits of the City of Miami Beach; or 2) the contractor's employees located in the United States, but outside of the City limits, only if those employees are directly performing work on the City contract (covered by the Ordinance).

5) In what cases does the Ordinance not apply?

The provisions of the Ordinance do not apply where:

- The City contract has been entered into prior to the effective date of the Ordinance (including renewal terms contained in such contracts);
- The City contract is not competitively bid;
- The City contract is valued at less than \$100,000;
- The contractor has less than 51 employees;
- The contractor does not provide Benefits either to employees' spouses or to employees' Domestic Partners;
- The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society;
- The contractor is another government entity.

The following City contracts are not covered by the Ordinance:

- Contracts for sale or lease of City property;
- Development Agreements;
- Contracts/grants for CDBG, HOME, SHIP, and Surtax funds administered by the City's Office of Community Development;
- Cultural Arts Council grants;
- Contracts for professional Architectural/Engineering (A/E), landscape A/E, or survey and mapping services procured pursuant to Chapter 287.055, Florida Statutes ("The Consultants Competitive Negotiation Act");
- Contracts for the procurement of life, health, accident, hospitalization, legal expense, annuity insurance, or any and all other kinds of insurance for the officers and employees of the City and their dependents, from a group insurance plan.

The Ordinance provides, upon written recommendation of the City Manager, that the City Commission may, by 5/7ths vote, waive application of the Ordinance for the following:

- Emergency contracts;
- Contracts where only one bid response is received;
- Contracts where more than one bid response is received, but none of the bidders can comply with the requirements of the Ordinance.

The City's ability to apply the Ordinance may also be preempted in instances where the Ordinance impacts health, retirement, or pension program which fall within the jurisdiction of the Employee Retirement Income Security Act (ERISA), and may under certain circumstances be held invalid under Federal preemption.

6) How is the Ordinance enforced by the City?

- City contracts that are covered by the Ordinance shall notify potential bidders/proposers of the Ordinance and its requirements in the RFP documents;
- At the time of entering into the contract with the City, the proposed City contractor shall certify to the City that it intends to provide Equal Benefits, along with the description of its employee benefits plan, which needs to be delivered to the Procurement Director prior to entering into the contract;
- The City has the ongoing right to investigate/audit contracts for compliance with the provisions of the Ordinance;
- The contractor is required to post notice to its employees at its place of business that it provides Equal Benefits.

7) Is there another way for a Contractor who does not provide Equal Benefits to comply with the Ordinance?

If a contractor covered by the Ordinance has made a reasonable yet unsuccessful effort to provide Equal Benefits, it can still comply with the Ordinance by providing an employee with the "Cash Equivalent" of the similar benefit(s) offered to the contractor's employees and their spouses.

8) What are the penalties for noncompliance?

Failure of a contractor to comply with the requirements of the Ordinance may result in the following:

- Breach/default under the contract;
- Termination of the contract;
- Monies due under the contract may be retained by the City until compliance is achieved;
- Debarment of contractors from City work, as prescribed by the City Code.

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}



DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company:

Name of Company Contact Person:

Phone Number: _____ Fax Number: _____ E-mail: _____

Vendor Number (if known): _____ Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S.: _____ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? ___ Yes ___ No Union name(s):

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below?

Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

- | | | | |
|--|------------|---|------------|
| <input type="checkbox"/> Race | _ Yes _ No | <input type="checkbox"/> Sex | _ Yes _ No |
| <input type="checkbox"/> Color | _ Yes _ No | <input type="checkbox"/> Sexual Orientation | _ Yes _ No |
| <input type="checkbox"/> Creed | _ Yes _ No | <input type="checkbox"/> Gender Identity (transgender status) | _ Yes _ No |
| <input type="checkbox"/> Religion | _ Yes _ No | <input type="checkbox"/> Domestic partner status | _ Yes _ No |
| <input type="checkbox"/> National origin | _ Yes _ No | <input type="checkbox"/> Marital status | _ Yes _ No |
| <input type="checkbox"/> Ancestry | _ Yes _ No | <input type="checkbox"/> Disability | _ Yes _ No |
| <input type="checkbox"/> Age | _ Yes _ No | <input type="checkbox"/> AIDS/HIV status | _ Yes _ No |
| <input type="checkbox"/> Height | _ Yes _ No | <input type="checkbox"/> Weight | _ Yes _ No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?

Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

_ Yes _ No



Question 2. Nondiscrimination - 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 Proposer 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/

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? Yes No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____,

Signature

Mailing Address

Name of Signatory

City, State, Zip Code

Title





REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Department **ONLY IF** you:

- A. Have taken all reasonable measures to end discrimination in benefits;
- B. Are unable to do so; and
- C. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

- 1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2. The dates on which such benefits providers were contacted;
- 3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

Definition of Terms

A. Reasonable Measures

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

1. The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
2. The existence of benefits providers willing to offer equal benefits to the City Contractor; and
3. The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. Cash Equivalent

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

1. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
2. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed



SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Procurement Department by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. Open Enrollment

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the MBVCA begins, provided that the Contractor submits to the MBVCA evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the MBVCA is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

Date nondiscriminatory benefits will be available:

Reason for Delay:

Description of efforts being undertaken to end discrimination in benefits:

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed allowing administrative steps to be taken to incorporate nondiscriminatory benefits into the Contractor’s infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Executive Director, upon the written request of the Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

If requesting extension beyond three months, please explain basis:

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a Contractor’s Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Executive Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the MBVCA is entered into.

For a delay to be granted under this provision, written proof must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

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.

APPENDIX B



Disclosure and Disclaimer Section

RFP 2-21/22
FOR PUBLIC RELATIONS SERVICES
FOR THE
MIAMI BEACH VISITOR
AND CONVENTION AUTHORITY

1701 Meridian Avenue,
Suite 403
Miami Beach, Florida 33139

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 RFP, 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 RFP, 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 RFP are submitted at the sole risk and responsibility of the party submitting such Response.

This RFP 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 MBVCA 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 RFP, all Respondents agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the MBVCA any liability arising out of this RFP, 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 RFP, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFP and any disputes arising from the RFP shall be governed by and construed in accordance with the laws of the State of Florida.

{THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY}

Downloaded from publicpurchase.com

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 RFP, 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 RFP, 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 _____)

_____, 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:

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

 Notary Public for the State of _____
 My Commission Expires: _____