REQUEST FOR PROPOSALS

PUBLIC RELATIONS SERVICES FOR THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

RFP No. 18-18-19

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
DECEMBER 20, 2018 AT 3:30PM (LOCAL TIME)

SUBMITTAL DEADLINE
FRIDAY, JANUARY 11, 2019 AT 3:30PM (LOCAL TIME)

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 18-18-19

Contact Person: Phillip Ford
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886
The North Miami Community Redevelopment Agency (NMCRA), hereinafter referred to as “Agency” and/or City/Agency, is hereby soliciting Proposals from qualified firms with public relations service experience in promoting Community Redevelopment Agencies, Downtown Development Authorities or similar, their community events, initiatives, and projects.

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

“IMPORTANT - SOLICITATION ENCLOSED”
Public Relations Services for the North Miami Community Redevelopment Agency
RFP No. 18-18-19

The Solicitation Timetable is as follows:

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<td>December 7, 2018</td>
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<td>Last Date for Receipt of Written Questions</td>
<td>December 20, 2018</td>
<td>3:30pm</td>
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<td>Submittal Deadline:</td>
<td>January 11, 2019</td>
<td>3:30pm</td>
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<td>Evaluation Committee:</td>
<td>To Be Determined</td>
<td></td>
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<tr>
<td>CRA Board Approval Date:</td>
<td>To Be Determined</td>
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Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

CONCERN OF SILENCE
Please be advised that this Solicitation is subject to the City’s Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City’s Code of Ordinances prohibiting certain types of communication, as further described in Appendix “A” of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
Purchasing Director
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All of our contract forms are fillable and can be found on the City’s website at:

http://northmiamifl.gov/departments/Purchasing/forms.aspx

A-1 Public Entity Crimes Affidavit
A-2 Non-Collusive Certificate
A-3 Local Preference Affidavit
A-3(a) Statement of Intent
A-4 Questionnaire Instructions
A-5 Acknowledgement of Addenda
A-6 Disclosure of Subcontractors and Suppliers
A-7 General insurance Requirements
A-14 References
SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.
b) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
c) “Contractor” or “Vendor” means the Proposer or Respondent that is selected and awarded a Contract pursuant to this Solicitation.
d) “Proposal” means any and all documents submitted by a Proposer in response to this Solicitation.
e) “Proposer” or “Respondent.” Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
f) “Scope of Services” means the services to be provided by the selected Respondent under this Contract.
g) “Solicitation” means this Request for Proposal (RFP) document, and all associated addenda and attachments.
h) “Subcontractors” or “Sub-consultant” shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
i) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 61,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form “A-1”) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If
the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5. PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City’s Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its subcontractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Interested firms may contact the City’s Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City’s web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.
1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the City clerk within five (5) business days after receipt by the bidder or offeror of the city's notice of recommendation for award of contract. A written protest is considered filed when received by the city clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer’s right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City’s Clerk’s Office.

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.
1.16. **SUBMITTAL AND OPENING OF PROPOSALS**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. **ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. **WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. **PUBLIC RECORDS AND EXEMPTIONS**

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. **REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible; or

d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. **REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply**
with any of these requirements may result in a Proposal being deemed non-responsive.

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Manager without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s result and recommendation for award shall be submitted to the City Manager for review by the Purchasing Department.

1.23. CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.
Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix “A”).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. Failure to comply with this requirement shall render the Proposal non-responsive. Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no
exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 **PROPRIETARY/CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

1.32 **LOCAL VENDOR PREFERENCE**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any **two** of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.33 **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 **MODIFICATION OF PROPOSAL**

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 **TRUTH IN NEGOTIATION STATEMENT**

The selected Respondent must provide a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

1.36 **LATE SUBMITTALS**

The City will not accept Proposals received after opening time and encourages early submittal.

1.37 **ATTORNEYS’ FEES**

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.38 **CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded
vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.39 CONSTRUCTION SERVICES

Not Applicable.

1.40 THE CITY OPTIONS

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

Further, the City may, accept parts of any and all responses and further negotiate project scope and fees.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.41 COMMUNITY BENEFITS AGREEMENTS

All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of $200,000.00 or more, or such other amount as may be established by this Board, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the community redevelopment agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County’s Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the “Code”) or pay higher wages and benefits, as are feasible.

1.42 CONTRACT REQUIREMENTS

All entities or contractors contracting with or receiving a grant from the community redevelopment agency in an amount of $500,000.00 or more, or such other amount as may be established by this Board, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

i. Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);

ii. Community Business Enterprises (Section 2-10.4.01 of the Code);

iii. Community Small Business Enterprises (Section 10-33.02 of the Code);

iv. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code);

v. Living Wage Ordinance

1.43 RECOVERY OF GRANT FUNDS

The Agency shall include in their contracts or grant agreements a “clawback” provision that will require the Agency to “clawback” or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the Agency by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s
fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible.

END OF SECTION
SECTION 2.0
BACKGROUND AND SPECIAL CONDITIONS

2.1 INTRODUCTION

The North Miami Community Redevelopment Agency (NMCRA) is an independent government agency that was fully established in 2005 by the City of North Miami and Miami Dade County, under Chapter 163 of the Florida Statutes. The NMCRA is charged with the responsibility of eliminating conditions of blight that exist within North Miami and helping to improve the quality of life by revitalizing North Miami’s physical, economic, educational and social resources. The designated Community Redevelopment Area comprises of some 3,250 acres, approximately 60% of the City.

2.2 TERM OF CONTRACT

The initial term of this Agreement shall be for one (1) year commencing on the date stipulated on the executed Contract, which will specify the date on which the Contractor shall commence providing the requested services. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period to ensure continuity of services.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial contract term, the CRA Executive Director or his/her designee, reserves the option to renew this Contract for four (4) additional one (1) year periods, at terms and conditions that are mutually acceptable. At a minimum, each renewal of this Contract is contingent upon continued satisfactory performance by the Successful Proposer in accordance with the Scope of Services stated herein.

2.4 METHOD OF AWARD

See Section 4 for method of evaluation and award.

2.5 MINIMUM REQUIREMENTS

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”.

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records.
- The Proposer must have a minimum of four (4) years of successful experience in developing/redeveloping and executing successful public relations and social media plans for redevelopment initiatives and special events with at least two years of local (South Florida) experience.
- Respondent must provide at least three (3) references of clients to which it has provided Public Relations Services within the last four (4) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14. DO NOT INCLUDE THE NMCRA AS A REFERENCE WHEN RESPONDING TO THIS RFP.
Note: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

2.6 INSURANCE AND INDEMNIFICATION

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.6.1 COMMERCIAL GENERAL LIABILITY
$1 Million per occurrence and $5,000,000 aggregate coverage should be written on an occurrence form and include bodily injury, property damage, products/completed operations, personal and advertising injury and medical payments.

2.6.2 COMMERCIAL AUTOMOBILE LIABILITY
With minimum limit of $1 Million, covering any auto including non-owned, hired or leased.

2.6.3 Professional Liability
With a minimum limit of $1 Million.

2.6.4 Third Party Cyber Liability
Minimum limit of $2 Million.

2.6.5 WORKER’S COMPENSATION
As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. Insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). Insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Management prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other agreements undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.
Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City 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 an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors

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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required herein or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than seven (7) days after notice of award and prior to Execution of Contract, a Certificate of Insurance naming the North Miami Community Redevelopment Agency as additional insured as stated previously in this section.

2.7 NOTICE TO PROCEED

The Respondent shall neither commence any Work, nor enter a City Work premise, until a written Notice to Award (“NTA”) and Purchase Order is issued by the City to Respondent directing the commencement of Work.

2.8 CRA BOARD MEETING

The selected Respondent must be available to attend CRA Board meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation (using presentation boards, PowerPoint or handouts) if requested by CRA Board and/or authorized City representatives.

2.9 CONTACT INFORMATION

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Services of this Request for Proposals must be submitted in writing by email. The Solicitation number and Solicitation title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after the deadline indicated in the Solicitation Timetable.

2.10 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City Manager reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.
2.11 EXECUTION OF CONTRACT

The execution of a Contract is required to be executed between the NMCRA and selected Vendor following the selection and approval of same by the NMCRA Board, at a duly noticed public meeting.

2.12 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default prescribed within a mutually agreed upon Corrective Action Plan, the City Manager or his/her designee may terminate this Contract, in whole or in part, upon written notice without penalty to the City. It is hereby agreed that the City reserves the right to secure the services of another Contractor to complete the services requested herein. In such event, the Contractor shall be liable for any costs to the City over and beyond the original contract price.

2.13 TERMINATION FOR CONVENIENCE

The City Manager or his/her designee may terminate this Contract for convenience, in whole or in part, upon 60 days written notice to the Contractor. If the City terminates the Contract for convenience, the City shall be liable for products and/or services delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES

3.1 PURPOSE AND INTENT

The purpose of this Request for Proposal (RFP) is to secure a qualified firm or individuals
(herinafter known as “Consultant”) with public relations service experience in promoting
Community Redevelopment Agencies (CRA), Downtown Development Authorities,
Development initiative or similar, its community events, initiatives, and projects.

3.2 SCOPE OF SERVICE

The Consultant shall provide a comprehensive Public Relations (PR) and Social Media (SM)
Plan, to include media relations, relationship building with appropriate centers of influence,
and community relations activities that support overall marketing messages for the NMCRA.

The City of North Miami has a diverse population; therefore, the proposal must include
strategies to effectively cross promote with various media platforms, i.e. Haitian Radio and
Spanish media outlets.

3.2.1 The PR and SM Plan should incorporate strategies of the Downtown NoMi Branding
and Marketing Plan. Must include short and long-term public relations strategies to
accomplish the following goals:
   a) To attract residents and visitors to Downtown North Miami on a weekly, monthly
      and annual basis;
   b) To analyze event demographics and determine new audiences to target for each
      event and develop strategies to accomplish;
   c) To analyze existing event survey data and provide public relations strategies to
      accomplish suggested staff-approved recommendations;
   d) To develop strategies whereby the NMCRA and its partners can produce events
      and activities that further develop Downtown NoMi as a destination for visitors;
   e) To serve as the primary contact for all local, regional, national and international
      public relations requests; and
   f) To develop a comprehensive electronic media kit for each initiative, event,
      activities listed below including:
      o Fact sheet
      o General Press releases
      o Photos
      o Other event/activity paraphernalia that might be available

3.2.2 Media Kit Schedule:
   a) Grand Opening/Re-Opening events of NMCRA Commercial Grantees;
   b) Ribbon Cutting/Groundbreaking events of NMCRA Residential Programs and
      Large Scale Development Projects;
   c) Launch of new initiatives;
   d) North Miami Arts & Design (NOMAD) scheduled events;
   e) Four (4) NMCRA signature events (TBA); and
   f) Jazz @ Moca Monthly events

3.2.3 Pitch redevelopment initiatives and photo opportunities to local, regional, and national
outlets; seek out and schedule interviews with NMCRA/City spokesperson.

3.2.4 Create and distribute calendar listings for CRA events and incorporate relevant City
events in all pertinent publications, including daily, weekly and monthly print and
online publications.
3.2.5 Pitch stories and photo opportunities to local, regional and national outlets; seek out and schedule interview with event spokesperson entertainers, vendors etc.
3.2.6 Develop, maintain relationships and create mutually beneficial cross promotions with local partners, such as the City of North Miami and the Museum of Contemporary Art (MOCA).
3.2.7 Coordinate NMCRA events inclusion in tours, with the Greater Miami Convention & Visitors Bureau (GMVCB) and overall Miami Dade County relations efforts.
3.2.8 Develop concept for creative press conferences and media events and execute planning and implementation.
3.2.9 Collaborate with City’s Public Information Office (PIO) staff to cross promote relevant City events/activities and initiatives that promote the NMCRA’s mission and goals.
3.2.10 Brainstorm publicity opportunities for NMCRA projects, events and initiatives.
3.2.11 Develop a SM Plan that will inform the public of the NMCRA plans and activities and generate interactive conversations.
3.2.12 Create and maintain schedule and content for all NMCRA community events, social media postings on NMCRA’s Facebook, Instagram, Twitter, YouTube and Snapchat accounts.
3.2.13 Monitor social media and news channels to see what others are saying about the NMCRA.
3.2.14 Create monthly newsletters and relevant content for distribution through NMCRA's website and social media.
3.2.15 Develop and utilize additional social media outlets as appropriate for NMCRA events content.
3.2.16 Arrange and act as liaison for live broadcasts during events.
3.2.17 Work with photographer and videographer for events/activities. (NMCRA will hire photographer and videographer).
3.2.18 Work with photographer & videographer to secure good promotional shots of the event/activity.
3.2.19 Develop a shot list, outline, and/or timeline for photographer/videographer.
3.2.20 Prepare photos and video clips for follow up with the media.
3.2.21 Send all media clips to the NMCRA and City staff for timely posts on the NMCRA website. Maintain press book of all media clips and a log of all television appearances or shots that were arranged.
3.2.22 Be on site day of event to handle all media requests.
3.2.23 Work collaboratively with NMCRA staff & City PIO staff to ensure the overall best promotion of all NMCRA events.
3.2.24 Provide an after-action report including all media releases and advisories, media clips with associated media value and tabulation of total media value obtained, high performance social media posts with analytics, log of television and radio appearances or shots arranged and any other pertinent information.

END OF SECTION
SECTION 4.0
EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City’s Procurement Code.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, proposed products, video management solutions, and price proposal of each Respondent.

Respondents who have met the responsiveness conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.3.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor, if any.

### EVALUATION CRITERIA

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<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>1</td>
<td>Qualifications/Experience of the Firm – Section 5.1 (4)</td>
<td>25</td>
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<tr>
<td>2</td>
<td>Familiarity with the purpose of the NMCRA and Social Media Strategy - Section 5.1 (5)</td>
<td>10</td>
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<tr>
<td>3</td>
<td>Proposed Approach – Innovative, creative to rendering the Services and metrics for a successful program - Section 5.1 (6)</td>
<td>30</td>
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<td>4</td>
<td>Cost to the NMCRA - Section 5.1 (7)</td>
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<tr>
<td>5</td>
<td>References – Section 5.1 (8)</td>
<td>10</td>
</tr>
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<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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</table>
4.4 COMMITTEE INTERVIEWS
Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

The Committee may select for interview, but is not obligated to do so, a short list of no less than three (3) and no more than five (5) Respondents deemed to be the most highly qualified from those submitting a Response to the Request for Proposal.

4.5 NEGOTIATIONS
The City may award a Contract to the highest ranked firm based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION
SECTION 5.0  
PROPOSAL FORMAT

5.1  INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2” X 11” pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked “ORIGINAL”. The document package copies should be individually bound. CD’s must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared in a clear and concise manner, addressing the requirements according to the instructions provided in this Solicitation.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as “ORIGINAL”).
- Six (6) duplicate copies.
- One (1) CD’s or DVD’s (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

Proposals shall be submitted in sufficient detail to permit the City/Agency to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A “tab” should be provided for each section as follows:

1.  **Cover Page**
   The title page should include the name of the respondent’s company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City/Agency’s account, date, and the subject and signature page. (See Section 6.0)

2.  **Table of Contents**
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3.  **Business Structure**
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of corporate information (if applicable) indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

4.  **Qualification of the Firm – 25 Points**
   The Response must describe its expertise and experience in providing services similar to those required by the RFP, to include but not limited to, a detailed description assessment of the Respondent’s capability and innovative and creative approaches to perform the required services.
Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.

- Documentation that the firm has a minimum of four (4) years of successful experience in developing/redeveloping and executing successful public relations and social media plans for redevelopment initiatives and special events with at least two years of local (South Florida) experience.

- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.

- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the CRA’s primary contact and provide the person(s’) background, training, experience, qualifications and authority.

5. **Familiarity with the purpose of the NMCRA and Social Media Strategy – 10 Points**
Describe Consultant’s understanding of the NMCRA 2016 Plan and the Downtown NoMi Branding and Marketing Plan, its strategies, and accomplishments to date.

6. **Proposed Approach – Innovative, creative to rendering the Services and metrics for a successful program – 30 Points**
Describe how consultant intends to incorporate the strategies and accomplishments from the NMCRA Plan and Marketing & Branding Plan in the comprehensive Public Relations (PR) and Social Media (SM) Plan. Please provide examples of innovative and creative approaches used in the past that have garnered results. Provide examples and results of Public Relations and Social Media plans for (4) special events.

   - Successfully obtain earned media for at least (4) redevelopment initiatives.
   
   - Minimum of one (1) example of experience in dealing with simultaneous projects with successful media results for all projects.
   
   - Demonstrated social media skills across numerous platforms. Provide examples and results.

7. **Cost to the NMCRA – 25 Points**

   **PAYMENT SCHEDULE**
   
The proposed payments schedule should be outlined and align with definable progress milestones. *(See Section 7.0 – Price Proposal).*

8. **References -10 Points**
Respondent must provide at least three (3) references of clients to which it has provided Public Relations Services within the last four (4) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14. **DO NOT INCLUDE THE NMCRA AS A REFERENCE WHEN RESPONDING TO THIS RFP.**

9. **Local Business Preference**
The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3). A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

END OF SECTION
SECTION 6.0
COVER PAGE & CONTACT INFORMATION
COVER PAGE & CONTACT INFORMATION

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

<table>
<thead>
<tr>
<th>Legal Name of Proposer(s):</th>
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<tbody>
<tr>
<td>Federal Employee Identification (FEIN) Number:</td>
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<tr>
<td>Mailing Address:</td>
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<td>City, State, Zip Code:</td>
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<td>Contact Person:</td>
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<td>Telephone Number:</td>
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I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: __________________________________________________________

Authorized Signature: ______________________________________________________

Title of Officer: ____________________________________________________________
SECTION 7.0
PRICE PROPOSAL
PROJECT COST
Instructions: Respondent shall provide an offer of a “total not to exceed” specified compensation for all Services to be rendered.

The cost shall include all fees and reimbursements for out of pocket costs. The City will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

PAYMENT SCHEDULE
The proposed payments schedule should be outlined and align with definable progress milestones.

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Authorized Company Representative (Print Name) Date

Signature Title
SECTION 8.0
PROPOSAL SUBMITTAL CHECKLIST
This checklist is provided for the Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent’s proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Company Name: ________________________________________________________________

Each item listed below should immediately follow this checklist, in said order:

<table>
<thead>
<tr>
<th>Tab/Page No</th>
<th>Section One: Forms</th>
<th>OFFICE USE ONLY</th>
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<tbody>
<tr>
<td></td>
<td>Appendix A: Cover Page/Information Sheet/Signature Page</td>
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<tr>
<td></td>
<td>Appendix B: Submittal Checklist</td>
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<td></td>
<td>Proposal Letter</td>
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<td>State of Florida active Sunbiz report (if applicable)</td>
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<tr>
<th>Tab/Page No</th>
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<tbody>
<tr>
<td></td>
<td>A-1 Public Entity Crimes Affidavit</td>
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<td></td>
<td>A-2 Non-Collusive Proposal Certificate</td>
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<td></td>
<td>A-3 Local Preference Affidavit (if applicable)</td>
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<td>A-3(a) Subcontractor Local Preference</td>
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<td>A-4 Questionnaire Instructions</td>
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<td>A-5 Acknowledgement of Addenda</td>
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<td></td>
<td>A-6 Disclosure of Sub-contractors &amp; Suppliers (if applicable)</td>
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<td></td>
<td>A-7 Insurance Requirements</td>
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<td></td>
<td>A-14 References</td>
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</tbody>
</table>

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

<table>
<thead>
<tr>
<th>FOR PURCHASING OFFICE USE ONLY</th>
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<tr>
<td>Complete</td>
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</tbody>
</table>
Appendix “A”
Cone of Silence Ordinance
CONE OF SILENCE

Sec. 7-192. Cone of Silence.
(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

1. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city’s professional staff including, but not limited to, the city manager and his or her staff;

2. Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

3. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

4. Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

5. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

1. Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

2. Communications with the city attorney and his or her staff;
(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.