



REQUEST FOR QUALIFICATION

PRE-QUALIFIED LIST OF PHOTOGRAPHY AND VIDEOGRAPHY SERVICES FOR THE CITY OF NORTH MIAMI

RFQ No. 05-18-19

DATE OF ADVERTISEMENT
FRIDAY, NOVEMBER 16, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
TUESDAY, DECEMBER 4, 2018

PROPOSAL SUBMITTAL DEADLINE
TUESDAY, DECEMBER 18, 2018

***PLEASE CHECK THE PURCHASING DEPARTMENT'S WEBSITE FOR ADDENDA AND CHANGES BEFORE
SUBMITTING YOUR PROPOSAL***

**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 by the City of North Miami 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 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

Contact Person: Jean Joinville, Purchasing Agent
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the “City”, is requesting submittal of qualifications from qualified and experienced professional photographers and videographers, individuals or organizations, to provide photography and videography services for the City of North Miami, on an as-needed basis.

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on a 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”
PRE-QUALIFIED LIST OF PHOTOGRAPHY AND VIDEOGRAPHY
SERVICES FOR THE CITY OF NORTH MIAMI
RFQ No. 05-18-19**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Friday, November 16, 2018	
Last Date for Receipt of Written Questions:	Tuesday, December 4, 2018	3:30 p.m.
Submittal Deadline:	Tuesday, December 18, 2018	3:30 p.m.
Evaluation Committee Interviews:	TBD	
City Council Approval Date:	TBD	

Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

CONE OF SILENCE

Please be advised that this Solicitation is issued 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, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
Purchasing Director

Table of Contents

<u>Section</u>	<u>Page</u>
Section 1.0 Instructions to Proposers /General Terms and Conditions	4
Section 2.0 Special Conditions	10
Section 3.0 Scope of Services.....	15
Section 4.0 Evaluation Criteria/Selection Process	17
Section 5.0 Proposal Format	19
Section 6.0 Minimum Requirements and Bid Submittal Checklists.....	23
Appendix A Cone of Silence.....	29

- **Attachment A** Photography Services Agreement
- **Attachment B** Videography Services Agreement

Contract Forms

All of our contract forms can be filled-in electronically and are accessible at the following link:
<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1** Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes
- A-2** Non-Collusive Bid Certificate
- A-3** Local Preference Affidavit (*if applicable*)
- A-3(a)** Statement of Intent (*if applicable*)
- A-4** Questionnaire Instructions
- A-5** Addendum to Bid Documents (*if applicable*)
- A-6** Disclosure of Subcontractors and Suppliers (*if applicable*)
- 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) "**Awarded Vendor**" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) "Department" means the department of the City of North Miami.
- e) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- f) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.
- h) "Scope of Services" or "Scope of Work" means Section 3.0 of this Solicitation, which details the work to be performed by the selected Respondent under this Contract.
- i) "Solicitation" means this Request for Qualification (RFQ) document, and all associated addenda and attachments.
- j) "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.
- k) "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 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth 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"**) referenced in 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 may be deemed non-responsive to the Solicitation requirements

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, subcontractors/sub-consultants, 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 of 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 sub-contractors, 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 the 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 INQUIRES

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 website (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 (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) 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 have 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

Please see Section 7-158 of the City's Code for information on Protest procedures.

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. RESPONSE SUBMISSION AND OPENING

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-responsive; 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 Respondents for award, based solely on their review and evaluation of Proposals, to the City Council 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 results and recommendation for award shall be submitted to the City Council 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

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 RESPONDENT'S DISCLOSURE OF SUBRESPONDENTS VENDORS AND SUPPLIERS

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Sub-Respondents vendors or sub-consultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Sub-Respondents vendors or suppliers from those listed in the Proposal except upon 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 SOLICITATION

Respondents may take exceptions to any of the terms of this RFQ unless the RFQ specifically states where exceptions may not be taken. Should a Respondent take 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. The City, after completing evaluations, may accept or reject the exceptions. Where 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 RFQ. 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

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

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.

1.34 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.

1.35 MODIFICATION OF PROPOSAL

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

1.36 TRUTH IN NEGOTIATION STATEMENT

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

1.37 LATE SUBMITTALS

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

1.38 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.

1.39 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.

1.40 CONSTRUCTION SERVICES

Not Applicable.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 **PURPOSE**

The City of North Miami desires to create a pool of pre-qualified professional photographers and videographers with significant and verifiable experience in photography and videography service.

2.2 **TERM OF CONTRACT**

The Pool resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of three (3) years. The City reserves the right to solicit additional Photographers and Videographers during the contract period if the City so deems necessary.

2.3 **OPTION TO RENEW**

The City Manager or duly authorized designee reserves the sole option to renew this Contract for three (3) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his/her authorized designee and continued satisfactory performance by the Contractor in accordance with the Scope of Work stated herein.

2.4 **METHOD OF AWARD**

Method of Award details can be found in Section 4.0 - Evaluation/Selection Process of this solicitation.

2.5 **MINIMUM QUALIFICATIONS**

To be considered for award of this Solicitation, the Respondent must demonstrate that he/she has sufficient capabilities, resources and experience to provide photography and/or videography services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.5.1 The Respondent must be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.

2.5.2 The Respondent must provide documentation that demonstrates the Respondent has a minimum of two (2) years of business experience providing photography and/or videography services.

2.5.3 References: at a minimum, Respondent must provide at least two (2) verifiable references of clients for which it has provided photography and videography services within the last two (2) years. If available, such references should be of public agencies within Florida including the City of North Miami.

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

Minimum limit of \$ Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury (libel, Slander) and medical expense. City of North Miami shall be included as an additional insured.

2.6.2 COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of \$500,000 (Five hundred thousand dollars) covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.6.3 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease (A Certificate of Exemption from the State is acceptable for contractors with less than four employees.)

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

Insurance policies required by 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). All insurers must be lawfully admitted to conducting business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management Director 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.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami 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 ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement 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 ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

2.7 FAILURE TO PERFORM

If in the opinion of the City's representative the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract, Purchase Order or Service Agreement. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the services being rendered. The City may there-upon look to the next responsive and responsible Respondent to complete the Work.

2.8 METHOD OF PAYMENT:

Invoices for payment will be submitted upon completion of services. Invoices will be subject to verification and approval by the City.

2.9 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

2.10 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.11 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided by in this Solicitation, the Contractor shall furnish all labor, materials, equipment, and coordination of services as necessary for successful Contract performance.

2.12 COUNCIL MEETING

The Contractor must be available to attend City Council meeting when required. Contractor must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

2.13 CLARIFICATIONS AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov. Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Bid Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

2.14 CONDITIONS OF PROPOSALS

2.14.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt **will not** be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.14.2 Completeness – All information required by this RFQ must be supplied to constitute an acceptable Proposal.

2.14.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.14.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFQ and is most advantageous to the City. Successful qualified Vendor(s) shall be notified in writing of award.

2.14.5 Contract - A Contract (the "Agreement") will be awarded in accordance with City Council approval, and Florida Statutes, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Contractor that is determined to be in the City's best interests. The City Manager reserves the right to award a contract to more than one Contractor as is in the City's best interest. Sample agreements are provided therein as attachments to this RFQ.

2.15 HOURS OF WORK & EMPLOYEE CONDUCT

The awarded Contractor(s) shall ensure that all personnel assigned to work on any project on their behalf must be dressed appropriately and clean at all times. Any person who is present on the job site on behalf of the Contractor must be provided and display on their clothing proper identification at all times.

All employees and sub-contractors of the awarded Contractor shall be considered to be working under the authority and sole supervision of the Contractor at all times and shall not be considered an employee nor agent of the City. Moreover, the Contractor shall be solely responsible for the conduct and actions of all persons working on their behalf in this project and the City may require the Bidder to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 INTRODUCTION

The City has issued this Request for Qualification to create a pool of professional photographers and videographers, individuals or organizations, who can provide photography and videography services for the City. The selected Respondent(s) (“Vendor”) shall photograph, film, edit and deliver services on an as-needed basis. The Contractor shall provide all labor and supervisory personnel required in connection therewith.

3.2 SCOPE OF WORK

3.2.1 Photography

The selected photographer(s) scope of the services will include but not limited too, taking and editing photos at City events, meetings, programs, commissioners, staff, residents and participants.

- Photography services shall be provided at various locations upon request.
- Softcopy submission of at least 10 “teaser” photos from the event within 24 hours of the conclusion of the event.
- Softcopy submission of all photos within 72 hours following the conclusion of the event unless stated otherwise.
- Watermarks and logos of any kind will not be accepted on photos.

3.2.2 Videography

3.2.2.1 Filming

The videographer and/or production company will be responsible for setting up all aspects relating to the sound and lighting for the actual filming of each video. The filming will take place onsite at the various locations. Each video will require a 1 or more camera set up (depending on site logistics). Lighting and professional sound may be provided by the production company at each video shoot or coordinated with other vendors the City may have (i.e. audio vendor, DJ, etc.). The videographer and/or production company will also oversee any additional voiceover or graphics needed to complete each video story. In some cases, the City’s Public Information Office will supply voiceovers and graphics.

3.2.2.2 Editing

The videographer and/or production company will provide all graphics for each video and will edit and organize the final video stories with information provided by the City. The production company will provide North Miami with a rough cut of the video for review and comment before a final edit session is completed. Deliverables will be determined upon request for services.

3.2.2.3 Final Product

The videographer and/or production company will provide the City with copies of the final videos in HD format suitable for NoMi TV and online reproduction (YouTube, etc.) and Windows Media Video format. The files are to be formatted in such a way as to allow North Miami to easily translate the materials into other digital formats in the future. The videographer and/or production company will also provide all of the raw footage and native files

from all video shoots to become the property of North Miami. The production company assigns all present and future rights to the materials produced during the project to the City and may not reproduce or reuse the materials for any purpose without written permission. Watermarks and logos of any kind will not be accepted.

3.2.2.4 Performance of Services

The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. Additional Services requested by City, or changes in scope, will be reviewed and any impact on the schedule shall be determined and the schedule modified accordingly.

END OF SECTION

SECTION 4.0

EVALUATION CRITERIA/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, 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. Contract(s) will be awarded to the most responsive proposer(s) whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFQ and agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence were exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

4.2 EVALUATION PROCESS

4.2.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be assembled in accordance with the guidelines found in 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 pursuant to the criteria outlined under Section 5.0. The Committee may choose to recommend the highest ranked Respondent(s) for award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview all Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's final results and recommendation for award shall be submitted for review and approval by the City Council.

4.2.2 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of "0" to "100" per each Committee member with the maximum number of points available for each category as noted in the table below. The maximum number of points to be scored under this process is **100 points per Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by the sum of all scores issued by each Committee member.

EVALUATION CRITERIA

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	Qualifications and Experience – <i>Section 5.1 (4)</i>	30
2	Availability and Timeline – <i>Section 5.1 (5)</i>	20
3	Proposed Approach and Methodology – <i>Section 5.1 (6)</i>	20
4	Skills and Technique – <i>Section 5.1 (7)</i>	20
5	References – <i>Section 5.1 (8)</i>	10
TOTAL		100

The City reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items. The award will be made to the firm whose experience and qualifications, as reflected in their proposal, is deemed to be in the best interest of the City.

4.3 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Purchasing Department, in writing at purchasing@northmiamifl.gov. The City Purchasing Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

5.1 INSTRUCTION TO RESPONDENTS

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

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 USB.

Proposals shall be submitted in sufficient detail to permit the City 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. Proposal Cover Page

Please use the Cover Page & Contact Person information form attached hereto under **Section 6.0** of this solicitation as the first sheet of your Proposal. Please complete and sign the form in its entirety.

2. Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this solicitation.

3. Business Structure

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

4. Qualification and Experience – 30 Points

An explanation of why the Proposer is the best qualified to perform the Work and demonstrate its qualifications including an item-by-item disclosure outlining how the firm or individual meets or exceeds the requirements of this RFQ.

- Companies Credentials: a brief statement of qualifications including firm’s size.
- Provide four (4) examples of work, which exemplify the firm’s ability to complete photo and/or video pre-planning, production, and editing.
- Training and longevity of staff; including the number of years providing Photographer and/or Videographer Services.

- Quality, Quantity, complexity, and nature of the firm's experience in providing similar services as evidenced by portfolio.

Provide a list of projects similar in scope, size, and complexity to the work requested by this Solicitation performed by the Respondent and or by its team members.

A list of related projects should include the following:

- Client name, address, and phone number for client's representative if available
- Description of work & services
- Demonstrated customer satisfaction with previous projects

5. Availability and Timeline – 20 Points

Provide details of how the Proposer intends to complete the desired work within the stated timelines in Section 3.0. Please explain the firm's ability to staff the photography/videography as well as complete the editing work in a timely manner.

- Provide details on the proposer's ability, availability, and dependability of staff to provide the scope of work listed in Section 3.0.

6. Proposed Approach and Methodology – 20 Points

Provide the following:

- Describe the proposer's approach and methodology on how the firm intends to accomplish or achieve the scope of work under this Solicitation.
- Describe your firm's understanding of the scope of work and your firm's strengths in executing these project types.

7. Skills and Technique – 20 Points

Provide details of how the Proposer intends to use skills and technique:

- Use of lighting, special effects, creative use of color and texture.
- Camera work, steadiness, editing, and color editing for photos.
- Exporting for the web, codec, resolution, bit and frame rate.

8. References – 10 Points

Respondent must provide at least (2) references of clients to which it has provided services similar in scope, size, and complexity to the work requested by this Solicitation within the last three (2) years. If available, such references should be representative of Florida public agencies for which the Respondent has provided similar services within the last three (2) years. Please include a fully completed **Form A-14** for those projects to be verified as references.

9. Local Business Preference

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 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 vendor shall affirm in writing that it meets at least two (2) of the following objective criteria prior to the City's issuance of the Solicitation.

Business location means a permanent office or other site where the local business conducts, engages in or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location. **At least two (2)** of the following criteria must be met in order to qualify for local preference:

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR**;
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR**;
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

The preference is used to evaluate the submittals received from bidders. Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

10. Insurance Requirements

Respondents must submit with their proposal either proof of insurance meeting or exceeding the required coverage or a letter of intent to provide the necessary insurance coverage upon award of this Contract.

11. Solicitation Forms

All Contract forms must be completed (with all blanks filled in), executed and properly notarized (if applicable). The following forms must be submitted in the following order:

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non-Collusive Proposal Certificate

Form A-3 Local Preference Affidavit *(if applicable)*

Form A-3(a) Subcontractor Local Preference

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-6 Disclosure of Sub-Contractors & Suppliers *(if applicable)*

Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*

Form A-14 References

All of our forms can now be found on our website at:

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

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.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: http://www.northmiamifl.gov/docs/form_A5.pdf

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION



Section 6.0
MINIMUM REQUIREMENTS &
PROJECT COST THRESHOLD &
BID SUBMITTAL CHECKLISTS



ESTIMATED PROJECT COST THRESHOLD

**PHOTOGRAPHY AND VIDEOGRAPHY SERVICES
RFQ 05-18-19**

Respondent may apply for one or more of the Project Cost Threshold listed under this Solicitation.

Instructions: Please check boxes pertaining to all the Project Cost Threshold being submitted for.

Photography Events / Projects	Estimated Project Cost:	Not Applicable
Events / Project	\$500 - \$2,000 <input type="checkbox"/>	<input type="checkbox"/>

Videography Events / Projects	Estimated Project Cost:	Not Applicable
3 – 5 Minutes Event Recap 10 – 25 Minutes Event Recap 30 seconds – 1 Minutes Commercials Department Videos	\$500 - \$2,000 <input type="checkbox"/>	<input type="checkbox"/>
North Miami Promotional Video Time Capsule Video of MOCA Plaza Thanksgiving Day Parade Mayor’s State of the City Video	\$5,000 - \$8,000 <input type="checkbox"/>	<input type="checkbox"/>



MINIMUM REQUIREMENTS
PHOTOGRAPHY AND VIDEOGRAPHY SERVICES
RFQ 05-18-19

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	Attach Copy of Active Sunbiz.org Registration <input data-bbox="1128 619 1201 682" type="checkbox"/>
2.)	Provide documentation that demonstrates the Respondent has a minimum of three (3) years of business experience providing similar services.	Attach Relevant Documents <input data-bbox="1128 898 1201 961" type="checkbox"/>
3.)	References at a minimum, Respondent must provide at least three (2) verifiable references of clients for which it has provided similar Services within the last three (3) years. If available, such references should be of public agencies within Florida.	Attach Copy of City Contract Form A-14 <input data-bbox="1128 1207 1201 1270" type="checkbox"/>



COVER PAGE & CONTACT INFORMATION

**RFP No. 05-18-19
PHOTOGRAPHY AND VIDEOGRAPHY SERVICES**

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.

Legal Name of
Proposer(s):

Federal Employee
Identification (FEIN)
Number:

Mailing Address:

City, State, Zip Code:

Contact Person:

Title:

Email Address:

Telephone Number:

Fax Number:



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. 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 one hundred and twenty (120) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Company Name

Authorized Representative (Print Name)

Title:

Signature

Date:



RESPONSE SUBMITTAL CHECKLIST

**PHOTOGRAPHY AND VIDEOGRAPHY SERVICES
RFQ No. 05-18-19**

This checklist is provided only as a reference document for Bidders and outlines documents, which must be submitted as part of the Bid Proposal. Any Bid received without any one or more of these documents may be rejected as being “Non-Responsive”.

Please be advised that this checklist **should not** be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bidder’s proposal and should be enhanced as deemed necessary by each Respondent.

Company Name: _____

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Response Submittal Checklist	
	Project Cost Threshold Checklist	
Tab/Page No	Narrative	OFFICE USE ONLY
	Table of Contents	
	Introduction Letter	
	Business Structure	
	Qualifications and Experience	
	Availability and Timeline	
	Proposed Approach and Methodology	
	Skills and Technique	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	



Appendix A Cone of Silence Ordinance

**PRE-QUALIFIED LIST OF PHOTOGRAPHY AND VIDEOGRAPHY
SERVICES FOR THE CITY OF NORTH MIAMI
RFP No. 05-18-19**

DIVISION 8. 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 contractor 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 contractor 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 contractor 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

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

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 contractor 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.