

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Re-Bid
 Other

Previous Contract/Project No.
EPP-RFP 697

LIVING WAGE APPLIES: No

Requisition/Project No: RQVZ140001

TERM OF CONTRACT: Three (3) years with one (1) three (3) year option-to-renew

Requisition/Project Title: Vizcaya Marketing and Public Relations Services

Description: Advertising, marketing, and branding services for Vizcaya Museum and Gardens.

User Department(s): Miami-Dade County Vizcaya Museum and Gardens Trust

Issuing Department: ISD/Procurement Contact Person: Theo Carrasco Phone: 305-375-3421

Estimated Cost: \$50,000 annually; \$150,000 total Funding Source: Vizcaya Operating Budget REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: 961-53, 915-03, 918-06, 918-26 and 918-76		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2 ND YEAR	3 RD YEAR
Contractor:	Stir Communications, LLC	Stir Communications, LLC	Stir Communications, LLC
Small Business Enterprise:			
Contract Value:	\$45,000	\$80,000	\$80,000
Comments: Contract originally valued at \$20,000 annually. During the first OTR Cultural Affairs was given an allocation of \$50,000 and Vizcaya increased their allocation by \$10,000 bringing the total contract value to \$80,000. The second OTR remained at \$80,000. The third and final OTR term value was for \$30,000 since the Dept. of Cultural Affairs now has its own marketing contract (RFQ 806). The final OTR has been extended administratively for an additional 180 days to allow for the re-procurement of the services. The 180 day pro-rated value is \$45,000 with an expiration date of March 31, 2014.			
Continued on another page (s): No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed _____

Date to SBD: _____

Date Returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2013 DEC -4 PM 1:11

This document is a draft of a planned solicitation and is subject to change without notice.

**REQUEST FOR PROPOSALS (EPP-RFP) No. 895
FOR
Vizcaya Marketing and Public Relations Services**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2013 at __:00 a.m. (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
(Through the Expedited Purchasing Program)
for
Vizcaya Museum and Gardens

COUNTY CONTACT FOR THIS SOLICITATION:

Theo Carrasco, Ph.D., CPPO, CPPB, Procurement Contracting Officer II
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3421
E-mail: tcarras@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2013 at 2:00 p.m. (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any

portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at <http://www.miamidade.gov/procurement/> or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Vizcaya Museum and Gardens Trust (Trust), with the assistance of Miami-Dade County, hereafter referred to as the "County," is seeking proposals from qualified firms interested in providing marketing, media, advertising, and public relations services that are aligned with the vision and mission of Vizcaya Museum and Gardens (Vizcaya). The selected Proposer shall provide marketing, media, advertising, and public relations services that can enhance its brand to target audiences through branding campaigns, retail advertising programs, plus any other related activities utilizing media outlets that include, but not limited to, magazine, newspaper, radio, direct mail, and website/internet, social media.

The County anticipates awarding a contract for a three (3) year period, with one (1), three (3) year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference:

See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five (5) days in advance.

Deadline for receipt of questions:

Proposal due date:

See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the Prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Work Order" to mean an assignment by Vizcaya to the selected Proposer authorizing Work to be performed as specified in the Work Order.
9. The words "Work Plan" to mean a project plan outlining in specific detail how the Work noted in the Work Order is to be conducted.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of

this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers 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 compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;

- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidadegov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. Proposers are hereby notified that direct communication written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited. The Cone of Silence shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in

another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES

2.1 Background

Vizcaya Museum and Gardens Trust (Trust), with the assistance of Miami-Dade County, hereafter referred to as the "County," is seeking proposals from qualified firms interested in providing marketing, media, advertising, and public relations services that are aligned with the vision and mission of Vizcaya Museum and Gardens (Vizcaya). Vizcaya currently preserves the historic estate of agricultural industrialist James Deering (1859–1925). Built between 1914 and 1922, overlooking Miami's Biscayne Bay, Vizcaya is one of the most intact remaining architectural examples from the Gilded Age, an era in American history when the nation's wealthy entrepreneurs built lavish estates inspired by the palaces of Europe. The estate features a Main House with 34 decorated rooms and ten acres of European-inspired formal gardens. Vizcaya was originally composed of 180 acres and included a collection of agricultural building in a village, and a native hardwood forest. Today, 50 acres of the original estate remain intact.

Vizcaya is currently owned by Miami-Dade County and enjoys support by The Vizcayans, a private 501(c)3 organization that raises funds for special projects and endowment and the Volunteer Guides who support the museum through their donation of time as tour guides. The annual attendance is approximately 170,000 visitors per year, but that number has remained relatively stagnant over the last decade due to limited budget and programming, lack of exhibitions, and increased competition. In the past several years, Vizcaya has reinvigorated its commitment to serve as a community cultural resource through an expanding roster of programs for South Florida adult and family audiences. New advertising creative is critical to maintain and increase awareness, stimulate daily gate attendance and revenue, grow program participation, and seek the engagement of stakeholders that will enable Vizcaya to fulfill its mission by engaging the public through the arts, history, and the environment.

In the summer of 2013, Vizcaya completed a year-long strategic planning process that identified four key goals:

- Renovating, restoring and unifying the Main House, gardens and Vizcaya Village;
- Expanding educational public programs to deepen ties with South Florida residents;
- Establishing the optimal organizational structure for efficient and effective operations; and
- Bolstering private fundraising through membership and other programs.

In addition, Vizcaya shall be celebrating its Centennial commencing December 2016 through 2017.

2.2 Preferred Qualifications & Requirements

In providing the services requested herein, the Proposer should have:

A. Marketing Services

- 1) A minimum of three (3) years relevant experience (within the last five (5) years) developing and managing marketing campaigns.
- 2) Experience in cultural/heritage advertising, media purchasing and placement, graphic design, branding, direct mail, market research, outdoor, email marketing, website/internet, distribution channel analysis, multi-lingual copywriting and translation, and/or social media strategies.

B. Public Relations Services

- 1) A minimum of three (3) years relevant experience (within the last five (5) years) developing and managing public relations campaigns.
- 2) Experience in media relations, crisis communications, market research, special event planning and management, community outreach, translation services, development of press releases and media kits, and/or publicity.

C. Staffing

- 1) Have at least one (1) in-house full-time creative staff member (in-house services include creative direction, art directors, and copywriters).
- 2) Have at least one (1) in-house full time production staff member (in-house services include broadcast producer, print production, and traffic).

2.3 Services to Provide

Vizcaya seeks to engage a full service advertising agency/creative agency for marketing and public relations services. The selected Proposer will provide services that are complementary to current branding standards of Vizcaya. A copy of the Vizcaya Museum Strategic Plan Summary (Attachment A) is attached to this Solicitation.

The selected Proposer may be required to support and assist Vizcaya in the following two key areas, as needed: 1) Centennial Celebration and 2) Memberships. Vizcaya is currently preparing for its Centennial Celebration scheduled from November 2016 to November 2017. The marketing and public relations plans must emphasize this event with a focus on increasing attendance, Vizcaya memberships, and donations.

The selected Proposer(s) may be required to support and assist the Vizcaya in the following two service categories, as needed:

1) **Marketing Services**

Examples of specific tasks are:

- Develop a strategic marketing plan, including situational analysis, opportunities and issues analysis (Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis), objectives, strategy, action plan, and timeline for implementation.
- Conduct market research, including but not limited to, focus groups, surveys, polls, attendance measurements, and collection and analysis of data.
- Develop creative concept including brand/image, slogan, tagline and logo, and development of collateral materials and promotional materials.
- Develop an email campaign including E-blasts, E-newsletter, and other viral marketing tactics.
- Develop a media campaign, including but not limited to, newspaper, on-line media, magazine, radio, TV, and outdoor.
- Assist in all activities associated with media purchasing and placement, including negotiation of ad rates and advertisement time slots, advertisement insertion orders, placement, negotiations of public service announcements, and purchase of media buys.
- Provide printing and production services, including graphic art design layout, multi-lingual copywriting (English, Spanish and Creole), mechanical advertisement assembly, printing of brochures, direct mail, posters, and other collateral, distribution of brochures, scripting, photography, TV and digital video production, radio production, audio visual services, and all talent required for these services.
- Develop a social media campaign to include social networks, microblogging, photo sharing, commenting forums, online videos and other social media marketing tools.
- Provide web site design and content recommendations.
- Develop a mobile marketing campaign including creative concept, implementation and measurement methodology to gauge campaign results and provide monthly reports on results.
- Develop an economical on-going promotional plan to increase awareness and admission.
- Develop a methodology to measure the impact and success of advertising and marketing programs (overall Return on Investment – ROI) and provide quarterly reports on results.
- Develop and provide a series of three (3) to five (5) print or online ads that can be produced in multiple sizes and formats; each consistent with the campaign and depicting a distinct aspect of the Vizcaya experience.
- Provide all other related services necessary to fulfill the Trust's marketing needs.

2) Public Relations Services

Examples of specific tasks are:

- Develop a strategic public relations plan that includes media relations, community outreach, a communications strategy, a web, email and social media strategy, and timeline for implementation.
- Develop media lists/kits.
- Research, write and distribute press releases to targeted media outlets.
- Recommend public relations and publicity efforts to supplement paid advertising, including cooperative advertising partnerships.
- Develop speeches/talking points as directed.
- Fulfill media requests as directed.
- Coordinate and manage press conferences, media tours and special events.
- Pitch stories to targeted media audience.
- Provide creative ideas for unique partnerships to leverage resources.
- Provide monthly press clippings report.
- Assist Vizcaya staff with the implementation and promotion of special community outreach and/or promotional projects and events in collaboration with local cultural partners.
- Create outreach programs that target specific demographics based on program needs.
- Provide all other related services necessary to fulfill the Trust's media and public relations needs.

Note: Vizcaya reserves the right to negotiate with the selected Proposer for, or directly contract, all printing necessary for the implementation of any advertisement program. The Creative and related specifications from the selected Proposer will be coordinated with and provided to, the Vizcaya Marketing Department prior to printing. The selected Proposer, if requested, shall provide the printing of materials with the consultation of Vizcaya. Any printing will be done on a net basis.

2.4 Work Order Assignments

When the need arises, Vizcaya will prepare a work assignment and provide the selected Proposer with information regarding the deliverables, pricing, payment terms, etc. for each particular project. All work to be performed under any contract, as a result of this Solicitation, requires that Vizcaya issue a Work Order. Vizcaya, at its sole discretion, may modify, suspend, or cancel the Work Order at any time and shall only pay for work actually performed by the selected Proposer.

Vizcaya may negotiate each Work Order award or may award a Work Order on the basis of initial offer received. Multiple Work Orders may be issued simultaneously, depending upon the need for services.

After an assignment has been identified, Vizcaya may request a written Work Plan from the selected Proposer. The Work Plan must be received by Vizcaya as defined in each request, and should include the following:

- a. Description of the proposed approach
- b. Project schedule and completion date
- c. Staff performing the work, including job title, hourly rate and estimated number of hours each will spend on the assignment
- d. Breakdown of the cost per staff person (not to exceed maximum contracted rates)
- e. Total cost for the assignment

Vizcaya anticipates issuing Work Orders based on approved Work Plans (which may require negotiations on the assignment with the selected Proposer), and Vizcaya may modify, suspend, or cancel a request for a Work Plan at any time at no cost to Vizcaya. All costs associated with estimating a project shall be borne by the

selected Proposer; and the selected Proposer shall not have any claim, financial or otherwise, against Vizcaya as a result of Vizcaya modifying or canceling a project.

2.5 Use of Materials

All creative produced materials and elements of the campaigns developed by the selected Proposer for Vizcaya shall become the property of Vizcaya, including all materials, film, negatives, art, and campaign treatments developed but not utilized.

Vizcaya maintains the right to use any materials generated by the selected Proposer in any other Vizcaya material generated by Vizcaya personnel and may do so without the selected Proposer's consent or approval.

Vizcaya acknowledges certain legal constraints and, as such, requires new universal releases for materials unless cost considerations become prohibitive such as model releases, music, photographs, etc. and retains sole right to use materials created for Vizcaya as it sees fit. All restrictions on contracted materials such as stock photos, voice talent, models, etc. shall be provided to Vizcaya by the selected Proposer with implications stated prior to production by the selected Proposer.

2.6 Additional Services

Vizcaya reserves the right to negotiate with the selected Proposer awarded a work order for, or directly contract, all printing necessary for the implementation of any creative or media campaign. The creative and related specifications from the selected Proposer will be coordinated with and provided to, Vizcaya prior to printing. The selected Proposer, if requested, shall provide the printing of materials with the consultation of Vizcaya. Any printing will be done on a net basis.

2.7 Payment Schedule

The selected Proposer may bill monthly for service completed unless otherwise specified in the Work Order. All billings shall be accompanied by a breakdown including hours by position, supporting documentation, and total expenses. Vizcaya will only pay the selected Proposer for work actually performed under the Work Order.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, 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.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will rank proposals based on the criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	40
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25
3. Proposer's approach to providing the services requested in this Solicitation	25

<u>Price Criteria</u>	<u>Points</u>
1. Proposer's proposed price (hourly rates)	10

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

3.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Trust may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the Vizcaya Director or designee with their recommendation. The Vizcaya Director or designee will determine with

which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The Vizcaya Director or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the Vizcaya Director's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- 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 a 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 the 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.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the Trust, or designee, for approval. All Proposers will be notified in writing when the Trust, or designee, makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

- Form of Agreement
- Proposal Submission Package
- Attachment A: Vizcaya Museum Strategic Plan Summary