

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

<input checked="" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No.: RFQ806
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>					

LIVING WAGE APPLIES: \_\_\_\_ YES    ☒ NO

Requisition/Project No: EEPRFQ-00608

TERM OF CONTRACT: Three (3) Years

Requisition/Project Title: Marketing and Public Relations Services

Description: Miami-Dade County Department of Cultural Affairs is seeking to contract for Marketing and Public Relations Services for the Culture Shock Miami Program, South Miami-Dade Cultural Arts Center, and other programs, on an as needed basis. The Department requires services in two (2) categories: 1) Marketing and Advertising, and 2) Media and Public Relations Services. The selected Proposer(s) will perform on a work order basis.

User Department: DoCA

Issuing Department: ISD / PM

Estimated Cost: \$1,000,000

Contact Person: Marta Fernandez; 305-375-4946; Marta.Fernandez@miamidade.gov

Funding Source: Library District

**ANALYSIS**

Commodity/Service No: 915-03 – Marketing Services; 915-03 Advertising/public relations; 915-22 Communications marketing services; 961-53 Marketing Services SIC:			
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <span style="background-color: yellow;">      </span> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
Contractors:	Arts Marketing Network Inc. Matrix 2 Inc.	Arts Marketing Network Inc. Matrix 2 Inc.	Arts Marketing Network Inc. Matrix 2 Inc.
Small Business Enterprise:			
Contract Value:	\$399,555	\$399,555	\$399,555
Comments:			
Continued on another page (s): ____ Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

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

Basis of Recommendation:

Signed: Marta Fernandez

Date to DBD: 06/07/17

Date Returned to DPM: \_\_\_\_\_



**REQUEST FOR PROPOSALS (EPPRFP) No. 00000  
FOR  
MARKETING AND PUBLIC RELATIONS SERVICES**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2016 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
(Through the Expedited Purchasing Program)  
for  
\_\_\_\_\_ Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

\_\_\_\_\_, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-\_\_\_\_  
E-mail: @miamidade.gov

**PROPOSAL RESPONSES DUE:**

**INSERT DATE AND TIME**

**IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)**

**Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped 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 technical difficulty 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).

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. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). 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 (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync 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

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Department of Cultural Affairs, is seeking interested parties to submit their qualifications for consideration to provide Marketing and Public Relations Services for the Culture Shock Miami Program and the South Miami-Dade Cultural Arts Center, and other programs, on an as needed basis.

The County requires services in two (2) service categories: 1) Marketing and Advertising Services, and 2) Media and Public Relations Services. Proposers may apply for one or both service categories, (see Form A-1) and may be selected for both service categories. The County anticipates awarding up to four (4) contracts, two (2) per service category (a Primary and a Secondary), for a three (3) year period.

#### **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](mailto:hjwrig@miamidade.gov) at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

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 "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. 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.
8. 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.

### 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. 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.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. 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.

As further detailed in the Proposal Submittal Form, 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."

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 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### **1.5 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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement 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 and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; 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@miamidade.gov](mailto:clerkbcc@miamidade.gov).

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. 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.

**1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

**1.7 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.

**1.8 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.

**1.9 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.

**1.10 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 Competitive 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.

**1.11 Contract Measures**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

**Set-aside:**

This Solicitation is set-aside for SBE's.

**Subcontractor Goal:**

\_\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

(If Selection Factor use Section 4.4 and delete above section.)

## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County, as represented by the Miami-Dade County Department of Cultural Affairs, is seeking interested parties to submit their qualifications for consideration to provide Marketing and Public Relations Services for the Culture Shock Miami Program, South Miami-Dade Cultural Arts Center, and other programs, on an as needed basis. The selected Proposer(s) will perform on a work order basis.

The Department of Cultural Affairs develops cultural excellence, diversity and participation throughout Miami-Dade County by strategically creating and promoting opportunities for artists and cultural organizations, and the residents and visitors who are their audiences. The department creates, publishes, promotes, and disseminates information about the cultural excellence of artistic offerings in order to increase accessibility and attendance, and develops and coordinates arts education and outreach programs, such as Culture Shock Miami. Additionally, the Department of Cultural Affairs is tasked with managing the new South Miami-Dade Cultural Arts Center, hereinafter referred to as "the Center" or "SMDCAC".

#### Culture Shock Miami:

The goal of Culture Shock Miami is to provide an affordable, accessible and attractive way to encourage high school and college students ages 13-22 to buy tickets to the rich variety of cultural events presented by Miami-Dade's non-profit arts organizations. Culture Shock Miami is designed to introduce this next generation of audience members to live arts and cultural experiences at the age when they are beginning to make their own decisions about entertainment options. The expectation is that if high school and college students make the arts a regular entertainment choice, they will be more likely to become the full-price ticket buyers and subscribers of the future.

Through Culture Shock Miami, students can buy tickets for \$5 to the best dance, music, theater, film and spoken word events in Miami-Dade County, and two-for-\$5 tickets to museums. Tickets donated to the Department of Cultural Affairs by cultural organizations are available for purchase through [www.cultureshockmiami.com](http://www.cultureshockmiami.com) or at [www.TicketWeb.com](http://www.TicketWeb.com) free of any taxes, fees or surcharges. A student must use the first ticket purchased, but the second ticket can be used by a person of any age.

Culture Shock Miami currently has more than 150 cultural organizations providing tickets for the program, and program partners include TicketWeb, the Miami-Dade County Public School System and all of the area colleges and universities.

#### South Miami-Dade Cultural Arts Center:

The Center provides a world-class, multi-disciplinary cultural venue and community gathering place in the southern part of Miami-Dade County. In addition to providing a diverse range of quality entertainment to people from all backgrounds and ages, the Center's mission includes an emphasis on educational and outreach activities in partnership with community groups. The Center's multiple rehearsal and



performing spaces also offers accessible state-of-the-art facilities to the Miami-Dade artistic community, presenters and audiences throughout South Florida.

The \$51 million Center was designed by world-renowned Arquitectonica International, Inc. The design team included theater consultants Fisher Dachs Associates, Inc., sound and communications design firm Artec Consultants, Inc., and arts management consultants AMS Planning & Recreation Corp., recognized for their work on performing arts facilities.

The SMDCAC facility consists of the following spaces and areas:

1. Proscenium Theater (Main Stage), a state-of-the-art 966 seat performing arts space with a fly tower, orchestra pit, front of house spaces, (box office, lobby, concessions, etc), back of house support spaces (dressing rooms, storage, administrative offices, etc.).
2. Black Box Theater, 39' x 49' multipurpose space for intimate performances or rehearsals. Seating capacity is up to 129.
3. Lab Theater, 36' x 60' multipurpose space for intimate performances or rehearsals. Seating capacity is up to 129.
4. Dance Studio, 36' x 44' with high ceilings, sprung wood floor, mirrors, sound and video systems. This space is predominately used for dance rehearsals.
5. Outdoor Promenade and Back Yard Concert Lawn: The Center's two buildings are joined by an outdoor promenade which can be used for pre-and post-show receptions and which leads to a gently sloped Back Yard Concert Lawn along the Black Creek Canal, which can accommodate more than 700 people for outdoor concerts and festivals.

Programs to be marketed include, but are not limited to, main stage productions, Black Box Productions, free music on the plaza series, educational programming (shows and classes), and rental shows.

## **2.2 Qualification Requirement**

The desired qualification requirements for this Solicitation are:

### **I. Program Specific**

#### **A. Culture Shock Miami**

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) of providing marketing and/or public relations services to the performing arts (music, dance, theater, museums, and festivals) sector.
2. Experience within the last five (5) years of marketing to target audiences similar to those of the County's Culture Shock Miami Program (i.e., students between the ages of 13-22, teachers, parents and /or mentors).
3. Experience within the last five (5) years of successfully collaborating with not-for-profit organizations, local colleges, and universities on the creation of outreach events and/or the promotion of special events.

#### **B. South Miami-Dade Cultural Arts Center**

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) of providing marketing and/or public relations services to the performing arts (music, dance, and theater) sector.
2. Experience within the last five (5) years in successfully marketing and messaging to specific ethnic demographic populations such as Hispanics, Caribbean Americans, and African Americans.
3. Experience within the last five (5) years in successfully marketing a product or service to a culturally and economically diverse target market similar to South Miami-Dade County (area defined as Coral Gables to Florida City).

### **II. Category Specific**

#### **A. Marketing and Advertising Services**

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five 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 display, distribution channel analysis, multi-lingual copywriting and translation, and social media strategies.

**B. Media and Public Relations**

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five 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 publicity.

## **2.3 Service Categories and Tasks**

### **1) Marketing and Advertising Services**

Examples of specific tasks include but are not limited to:

- a) 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.
- b) Create, implement and analyze customer digital behavioral tracking and analytics tools, with the objective of optimizing the customer experience across digital channels and strategically directing available marketing spending and messaging.
- c) Conduct market research, including but not limited to, focus groups, surveys, polls, audience measurements, and collection and analysis of data.
- d) Develop creative concept including brand/image, slogan, tagline and logo, and development of collateral materials and promotional materials.
- e) Develop a digital campaign including E-blasts, E-newsletter, and other viral marketing tactics.
- f) Develop a media campaign, including but not limited to, newspaper, on-line media, magazine, radio, TV, and outdoor.
- g) Perform 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.
- h) 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.
- i) Develop social media campaigns to include social networks, microblogging, photo sharing, commenting forums, online videos and other social media marketing tools.
- j) Provide and implement web site design and content recommendations.
- k) Develop a mobile marketing campaign including creative concept, implementation and measurement methodology to gauge campaign results and provide regular reports on results.
- l) Develop an economical on-going promotional plan to increase awareness and ticket sales.
- m) Develop a methodology to measure the impact and success of advertising and marketing programs (overall Return on Investment – ROI) and provide regular reports on results.
- n) Provide all other related services necessary to fulfill the Department of Cultural Affairs' marketing needs.

### **2) Media and Public Relations Services**

Examples of specific tasks include but are not limited to:



- a) 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.
- b) Develop media lists.
- c) Research, write and distribute press releases to targeted media outlets.
- d) Recommend public relations and publicity efforts to supplement paid advertising, including cooperative advertising partnerships.
- e) Develop a media kit.
- f) Develop speeches/talking points as directed.
- g) Fulfill media requests as directed.
- h) Coordinate and manage press conferences, media tours and special events.
- i) Pitch stories to targeted media audience.
- j) Provide creative ideas for unique partnerships to leverage resources.
- k) Provide monthly press clippings report.
- l) Provide media training for County spokespersons.
- m) Assist County staff with the implementation and promotion of special community outreach and/or promotional projects and events in collaboration with local cultural partners.
- n) Create various outreach programs that target specific demographics based on program needs.
- o) Collaborate with local colleges and universities to increase awareness of Culture Shock Miami within this targeted demographic group via orientation sessions, on-campus student activities, and college publications.
- p) Hire and train college students to serve as Culture Shock Miami (CSM) ambassadors to represent the program at cultural and community outreach events throughout Miami-Dade County.
- q) Assist with crisis communications support as needed.
- r) Develop measurements to gauge campaign results and provide regular reports on results.
- s) Provide all other related services necessary to fulfill the Department of Cultural Affairs' media and public relations needs.

## 2.4 **Deliverables**

Deliverables for assigned tasks shall be specified in the applicable Work Order (see Section 2.6, Work Order Process).

## 2.5 **Use of Materials**

All creative produced materials and elements of the campaigns developed by the selected Proposer(s) for the County shall become the property of the County, as will all materials, film negatives, art, radio and/or TV spots, etc. as well as campaign treatments developed but not utilized.

The County maintains the right to use any materials generated by the selected Proposer(s) in other County material generated by County personnel and may do so without the selected Proposer's consent or approval. The County 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 the County as it sees fit. All restrictions on contracted materials such as stock photos, voice talent, models, etc. shall be provided to the County by the selected Proposer with implications stated prior to production by the selected Proposer.

## 2.6 **Additional Services**

The County 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, the County prior to printing. The selected Proposer, if requested, shall provide the printing of materials with the consultation of the County. Any printing will be done on a net basis.

## 2.7 Work Order Process

The selected Proposers will participate in a work plan and work order process. The County intends to award up to two (2) selected Proposers per service category as "Primary" and "Secondary" Contractors. Selected Proposers will be identified for work assignments based on their designation as "Primary" or "Secondary" Contractor in each of the service categories. Following is the Work Order process:

### A. **Assignments**

When the need arises, the CUA will develop work order assignments, and provide the "Primary Contractor" with information regarding the specific objectives, anticipated deliverables and desired outcomes and timelines.

### B. **Work Plan**

After the assignment has been defined by CUA, the Primary Contractor shall prepare a written work plan for review and approval by the CUA. The written work plan must be received by the CUA as defined in each request, which shall include, but not limited to the following:

1. Description of the proposed approach;
2. Names of the key personnel who will be performing the work, including each person's job title, hourly rate and estimated number of hours each will spend on the assignment;
3. Cost per staff person (based on the negotiated rates), or fixed price;
4. Projected timeline of tasks and date of assignment completion; and
5. Total price for the assignment.

### C. **Work Order**

Work Orders will be issued by the CUA for all work to be performed under any contract as a result of this Solicitation. Multiple work orders may be issued simultaneously, depending on the need for the services. The CUA anticipates issuing work orders based on approved work plans as described above.

The County reserves the right to enter into negotiations with the selected Proposer for each specific work order. Pricing may be established in each particular Work Order based on the agreed upon hourly rates. However, the County reserves the right to award individual work orders on a fixed price basis. Additionally, submittal of hourly rates shall in no way preclude the County from negotiating for lower hourly rates for specific work orders.

In the instance where the Primary Contractor in a key area is a) unable to respond in a timely manner, b) cannot fulfill its contractual obligations due to time constraints, c) cannot reach an acceptable work order arrangement through negotiations, the CUA reserves the right to request a work plan from the Secondary Contractor, and assign the work to the Secondary Contractor.

When an assignment falls under multiple service categories, the CUA, at its sole discretion, will determine which key area to utilize or may request a work plan from both.

Note: 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 the CUA or the County, as a result of the CUA modifying or canceling a work order.

## 2.8 Payment Schedule

The selected Proposer may bill monthly for service completed unless otherwise specified in Work Order. All billings shall be accompanied by a breakdown including hours by position, supporting documentation and total expenses. The County 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 **complete and return the entire Proposal Submission Package, including Proposer Information Section, and Form 1, Price Proposal Schedule**. Proposers must submit separate Proposer Information Sections for each

of the service categories they want to be considered for award. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

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 evaluate and rank proposals on 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	30
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	20
4. Evaluation of three (3) samples of previous work	15
<u>Price Criteria</u>	<u>Points</u>
5. Proposer's proposed price	10

##### 4.3 Oral Presentations

Upon evaluation of the criteria indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" 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

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract

award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

**OR**

A Selection Factor is not applicable to this Solicitation.

**OR**

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

#### **4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor'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. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

#### **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. 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 Review Team will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor 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 County Mayor'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 proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. 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. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

#### **b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services 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**

Draft Form of Agreement

Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form.

Proposer Information Section\*

Form 1 – Price Proposal Schedule\*

\*Note – The Proposer Information Section and Form 1 have been posted to BidSync in the form of fillable Microsoft Word documents.