

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. EPPRFP-00364

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EPPRFP-02056
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Event Ticketing Solution

Description: This solicitation will be used by the Department of Cultural Affairs to manage the entire lifecycle of an event including, but not limited to: selling tickets, data security, event setup and modification, access control, mobile access, patron management, etc.

Issuing Department: ISD
 Contact Person: Brandon Nealey
 Phone: 305-375-4884

Estimate Cost: \$100,000
 Funding Source: GENERAL FEDERAL OTHER X

ANALYSIS

Commodity Codes:	<u>208-20</u>	<u>209-66</u>	<u>318-75</u>	<u>860-70</u>	<u>318-77</u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>TicketMaster LLC.</u>	<u> </u>	<u> </u>		
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>		
Contract Value:	<u>\$64,000</u>	<u> </u>	<u> </u>		
Comments:	<u> </u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Basis of Recommendation:

Signed: Brandon Nealey
 Date sent to SBD: 8/23/2021

Date returned to SPD:

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



**EXPEDITED PURCHASING PROGRAM REQUEST FOR PROPOSALS (EPPRFP) No. 02056
FOR
EVENT TICKETING SOLUTION**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2020 at ____:00 AM (local time)
111 NW 1st Street, ____ Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
(Through the Expedited Purchasing Program)
for
Department of Cultural Affairs

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Brandon Nealey, Procurement Contracting Officer 2
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4884
E-mail: brandon.nealey@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE COUNTY (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. 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 Department of Cultural Affairs (CUA), is soliciting proposals from qualified firms with a proven track record in Event Ticketing Software Solutions (Event Ticketing Solution). CUA is seeking a single Event Ticketing Solution that can meet the needs of its auditoriums and development programs, including: Miami-Dade County Auditorium (MDCA), Joseph Caleb Center (Caleb), and Culture Shock Miami.

CUA is seeking a single proposer with the capability to provide a web / cloud based Event Ticketing Solution as well as software, hardware, devices, and supplies required for the sale and admission of tickets such as workstations, monitors, ticket printers, and ticket scanners. The web / cloud based platform will be utilized to track CUA development programs and events, while hardware will be stationed at multiple, separate locations throughout MDCA and Caleb to accommodate the diverse and custom theatre configurations.

The County anticipates awarding a contract to a single Proposer for a two-year period, with three additional, one-year options to renew at the County's sole discretion. The County anticipates that the resultant contract will be revenue generating to the County.

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.

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

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 words "Assigned Seating" to mean seats that have been reserved.
2. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
3. 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".
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- 4-5. The words "Customer" or Patron to mean a person or organization that buys goods from the County
- 5-6. The words "General Admission" to mean seating or standing areas that are not assigned or reserved, and are occupied on a first-come, first-served basis
- 6-7. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses
- 7-8. The words "PCI Compliant" to mean compliance with the Payment Card Industry Data Security Standard requirements established by the Payment Card Industry Security Standards Counsel designed to ensure that all companies that process, store, or transmit credit card information maintain a secure environment.
- 8-9. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
- 9-10. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.

- ~~40-11.~~ The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
- ~~41-12.~~ The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- ~~42-13.~~ 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.
- ~~43-14.~~ The words "Will Call Tickets" to mean tickets that patrons/customers have purchased and requested to pick up at the theatre on the day of the Event.
- ~~44-15.~~ 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 proposals; accept parts of any and all proposals; 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 proposals 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 Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal 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. Proposer proposal 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 and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.

As further detailed in the 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, (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 code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 **Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, 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 **Sustainable Procurement Practices**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Based on existing sustainability policy synergies, the County targets sustainable procurement practices that:

1. Reduces greenhouse gases (GHGs);
2. Fosters and integrates supplier diversity;
3. Supports safe and fair labor practices and ethical behavior throughout the supply chain, and
4. Maximizes fiscally responsible "high value, high impact" actions based on the above targeted impact areas and operational contexts.

1.6 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), 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 Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), 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 (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; 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 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 is 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.

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.

1.7 Communication with Review Team Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with **Review Team Members** or, as a whole, **are expressly prohibited**. Any oral communications with Review Team Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.8 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the 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 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.9 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, 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.

1.10 **Collusion**

In accordance with Section 2-8.1.1 of the Code, 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, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers 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 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.

1.11 **Expedited Purchasing Program**

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. 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 Program.

1.12 **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 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 contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the 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 an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, 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 Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

The Miami-Dade County Department of Cultural Affairs (CUA) and the Cultural Affairs Council develop cultural excellence, diversity, access and participation throughout Miami-Dade County (County) by strategically creating and promoting equitable opportunities for artists and cultural organizations, and our residents and visitors who are their audiences. Through staff, board and programmatic resources, CUA, the Council and the Trust promote, coordinate and support the County's more than 1,000 not-for-profit cultural organizations as well as thousands of resident artists through grants, technical assistance, public information and interactive community planning. The CUA receives funding through the Miami-Dade County Mayor and Board of County Commissioners, The Children's Trust, the National Endowment for the Arts, the State of Florida through the Florida Department of State, Florida Division of Arts and Culture and the Florida Council on Arts and Culture, the John S. and James L. Knight Foundation, the Peacock Foundation, Inc. and The Jorge M. Pérez Family Foundation at The Miami Foundation.

Currently, CUA operates the following auditoriums and development programs:

1. **Miami Dade County Auditorium (MDCA)** - A resplendent hub of diversity, culture and celebration of the arts, MDCA serves as one of South Florida's cherished premiere performing arts centers for showcasing an array of dazzling artistic excellence. Located in what is now considered the heart of Little Havana, Miami-Dade County Auditorium has served as one of the oldest and most prominent performing arts centers in the South Florida region for almost 70 years. Its splendid history includes hosting countless numbers of operas, symphonies, theatre presentations, ballets, concerts, and community programs.

MDCA's first event, a production of "Carmen" by the Miami Opera Guild (now known as Florida Grand Opera) in February 1951, was performed to a sold out house. Since then, countless historic performances have taken place at MDCA over the years including the American stage debut of Luciano Pavarotti in a 1965 production of "Lucia De Lammermoor" starring Joan Sutherland. Numerous world-renowned performers have graced the Auditorium stage such as Carol Channing in "Hello Dolly," Mikhail Baryshnikov, Julio Iglesias, Gloria and Emilio Estéfán, Lola Flores, Marian Anderson, Celia Cruz, José José, Itzhak Perlman, Yo-Yo Ma, José Feliciano, and Jerry Seinfeld to name a few. Prestigious organizations such as Miami City Ballet, Florida Grand Opera, Sociedad Pro-Arte Grateli, and the Concert Association of Florida also call the Auditorium home.

In 2012, the operations of MDCA transferred over to the CUA. Since then the MDCA has continued to blossom under the innovation and artistic excellence that CUA cultivates. The 2,372-seat, multi-purpose theatre is famously known for its wide range of reputable cultural performances now and throughout its history. Programs are presented in English, Spanish, and sometimes both in order to best serve the County's multilingual audiences. MDCA partners with outstanding non-profit cultural organizations and artists to present high quality performances on the Main Stage, Mid-Stage, and On-Stage Black Box configurations with the objective of cultivating their interesting and progressive work. These partnerships have been instrumental in reasserting the Auditorium's role as a significant hub of cultural exchange and an incubator for supporting, and developing, the work of the County's premiere arts groups and artists.

MDCA offers four dynamic presentation spaces:

- a) **Main Stage Theatre** - accommodates up to 2,372 patron/customers and can host major dance, theatre, and music performances.
 - b) **Orchestra Theatre** - accommodates up to 1,489 patron/customers and can host large dance, theatre, and music performances.
 - c) **Mid-Stage Theatre** - accommodates up to 450 patron/customers and is well suited for small concerts, dance, and theatre.
 - d) **On Stage Black Box** - accommodates up to 250 patron/customers (depending on configuration) and is perhaps the most dynamic of all spaces as both the audience and performers share the stage which is adapted into an innovative studio theatre for more intimate and often cutting edge shows.
2. **Joseph Caleb Center (Caleb)** - The Joseph Caleb Auditorium (Caleb) is a 962-seat theater that has been the gathering place in the Liberty City community for the performing arts for more than 36 years. The Auditorium has featured concerts, community

forums, movie screenings and productions by community arts organizations throughout the year. The parking lot serving the Auditorium and the adjoining Caleb Center office complex is currently closed for construction of a new parking garage.

With the loss of parking resulting from the ongoing construction of the parking garage for the Caleb Center, CUA has launched a plan that converts the Caleb Auditorium into a venue for school field trip performances. This has the benefits of: 1) providing more students with opportunities to experience the arts; 2) offering opportunities for local arts organizations to develop and present programs designed for children; and 3) introducing arts organizations and artists to the Caleb Auditorium so that when the parking situation is resolved, they can use the theater for evening performances. Ultimately, the goal for the Joseph Caleb Auditorium is to continue the field trip program and also to program the theater proactively with prominent arts groups and artists to re-establish its reputation for artistic excellence, diversity and community outreach.

3. **Culture Shock Miami (CSM)** – is the audience development program of CUA, it is designed to introduce the next generation of audience members to live arts and cultural experiences at the age when they are beginning to make their own entertainment decisions. Based on research that shows most people begin their appreciation for the arts at a young age, CSM is founded on the premise that when teens and young adults make the arts a regular entertainment choice, they are more likely to become full-price ticket buyers and subscribers in the future. Through the CUA website teens and young adults (ages 13-22), can purchase \$5 tickets to top music, theatre, and dance performances, as well as admission to museums, landmarks, and cultural destinations in and around the County. With the purchase of one \$5 ticket for a 13-22 year old, a second \$5 ticket can be purchased for someone of any age to accompany them.

CSM intends to launch "After Shock" which is a new initiative that picks up where CSM leaves off, to make arts and cultural offerings available to 23-30 year olds at a discount. Tracking birth date will be a required data element to measure when a person ages out of Culture Shock and ages into "After Shock" as the marketing strategies and product offerings will differ. An integrated patron management system is essential to launching "After Shock".

4. **Culture Shock Miami Presents** - is a series dedicated to presenting nationally and internationally renowned artists that appeal specifically to the 13–22-year-old age range, was created in 2013 and presents more than a dozen performances each season to the public and through free school field trips. Culture Shock Miami Presents was recognized with a 2018 Achievement Award from the National Association of Counties (NACo).

2.2 **PURPOSE**

The purpose of this Solicitation is to provide sufficient context, information, and scope which will allow Proposers to implement an Event Ticketing Solution that meets the described requirements and is in alignment with a best-in-industry project implementation approach. The selected Proposer shall have a proven track record in Event Ticketing Solutions, including, but not limited to: general ticket sales (box office, phone, and online), subscriptions, patron account management, security, access control, point of sale, financial and settlement reporting, marketing reporting, staff training, and Payment Card Industry ("PCI") Compliance. The selected Proposer must be capable of providing all services, including technical support and adequate security, back up and business continuity protocols.

The goals of this initiative include:

1. Track effectiveness of programs offered by CUA.
2. Track correlation between newsletter open rates, website visits and ticket sales.
3. Provide a seamless mechanism for cultural partners to submit ticket donations, event information, track event sales, and pull sales reports.
4. Streamline functionality to:
 - a. Improve service to patrons through automatic email reminders of newly released tickets, upcoming events, performance reminders, and add to calendar functionality.
 - b. Improve service to cultural partners by scheduling lists of ticket buyers to automatically generate / send based on customized event off-sale date / times.
 - c. Facilitate event submission from cultural partners.
5. Manage the entire lifecycle of an event from creation to conclusion of event.
6. Seamlessly integrate with other platforms to extend CUA reach to various organizations, potential sponsors, and customers.
7. Real-time data analytics to track ticket sales and registrations as well as gather information about attendees to assist with future sales and event marketing strategies.

2.3 CURRENT ENVIRONMENT

Currently, MDCA and Caleb event ticketing services are provided by TicketMaster LLC. (TicketMaster). The services provided by TicketMaster include: selling tickets, data security, event setup and modification, access control, mobile conveniences and digital ticketing patron management, reporting, box office equipment and software, marketing tools, and support services. Currently, Ticketmaster provides the following equipment, which is utilized throughout their auditoriums:

Hardware	
Monitors	
Report Printers	
Ticket Printers	
Ticket Scanners	

CSM has disparate data sources that do not integrate. TicketWeb is the ticketing solution-system that is used to track ticket purchases; Pinpointe, is the email marketing system; Culture Shock Miami’s website, culture shockmiami.com, and Culture Shock social channels, Instagram, Facebook, Twitter which are primarily managed through the County’s Salesforce Social Studio application. Additionally, partner organizations who wish to offer tickets to their performances and institutions complete an online form via the Culture Shock website, which is then manually setup on TicketWeb and then set up as an event on the Culture Shock website Event listings.

Contact information is manually exported from TicketWeb and imported into Pinpointe for email communications, campaigns, etc. There is no two-way exchange of data, thus it is nearly impossible to obtain a holistic view of the Customer to determine their buying habits and preferences as well as measure email campaign performance.

Currently, TicketWeb and Pinpointe platforms are not integrated, and do not effectively capture data needed to make strategic decisions about the program and its audience. Additionally, as Culture Shock Miami is a mission-based program to build the audiences of the future for the County’s cultural institutions, in the current technology platform, there is no way of tracking when a patron ages out of the program, thus becoming ineligible for \$5 tickets. In addition, Culture Shock Miami utilizes Google Analytics to track and report website traffic.

2.4 SOLUTION FUNCTIONALITY

CUA is seeking a comprehensive Event Ticketing Solution that satisfies the Scope of Services set forth in this Solicitation for a new Event Ticketing Solution. Proposers shall demonstrate the capacity and ability to deliver an Event Ticketing Solution that ensures the continued success of CUA operations. The specification addresses the functional implementation aspects of the Event Ticketing Solution that must encompass the entire lifecycle of promoting a successful production and/or event. In addition, Proposers are required to complete the System Functionality Table in the Proposer Information Section, indicating whether the proposed Event Ticketing Solution meets, does not meet, or requires customization to meet the outlined functionality.

2.4.1 General Event Properties for Event Ticketing Solution:

- Web-based software for retail, point-of-sale (POS), and self-service transactions
- Private label design
- CUA retains rights as an exclusive seller
- Single sign-on integration
- Comprehensive reporting, event venue, marketing data, real-time, exportable to Microsoft Excel and Access
- Schedule start and end times for events
- Detailed reporting (e.g. attendance, accounting revenue)
- Issue refunds, including partial refunds
- Confirmation email (receipt and ticket details)
- Email an optional event organizer
- Repurpose events
- Toll-free customer service center
- Patron data import/migration – ability to import unlimited patron and order data
- Social networking integration – ability to promote directly to social media, i.e. Facebook, Twitter, Instagram, etc.
- Unlimited user licenses

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2.4.2 Ticket Properties

- Multiple event on one form (Hospitality Suite, etc.)

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- Ability for CUA personnel to add and edit events
- Discount codes and ability to limit the availability of discount codes
- Ticket purchasing limits
- Sponsorship Tickets (include a certain number of guests)
- No-cost tickets
- Automatic price increases after a certain date or early bird special pricing
- Multiple event tickets automatically tallied
- Secondary box office tickets/comps in which CUA prints in-person and provide to promoters/renters for them to sell or distribute directly to their customers.

2.4.3 Web-Field Properties

The selected proposer should provide an Event Ticketing Solution that include, but not limited to the following types of web display fields.

- Require certain mandatory fields
- Validate information including email, phone number, etc.
- Unlimited number of fields
- Conditional fields (i.e. fields that only appear if certain criteria are met)
- Single line textboxes
- Multi-line (paragraph) textboxes
- Dropdowns
- Checkboxes
- Radio button groups
- Date select
- Time Select
- File upload

2.4.4 Sales Functionality

- Event Ticketing Solution allowing for the sale of General Admission and Assigned Seating events.
- Assigned Seating able to be chosen from a venue map or have best available seating recommended and assigned.
- Allow users of the web services the option to purchase tickets without creating a user account.
- Real-time ticketing inventory system to eliminate risk of double-selling seats.
- Ticketing administrators have control over the timing of pricing and availability for each event, such as limiting sales for a certain event.
- Ability to provide a variety of pricing models including percentage discounts, flat package pricing, and dollar-value discounts.

2.4.5 Season and Membership Ticketing (is the provided)

- Online season ticket renewals to allow patrons to maintain seats from season to season or renew before season starts.
- Event Ticketing Solution should allow upselling to include parking passes, merchandise, etc.
- Event Ticketing Solution should allow user registration and login to identify member uniquely and allow specific terms and conditions per Customer or Customer group, such as allowing discounted tickets for a certain Customer or Customer group.

2.4.6 Seating Management

- Graphical display of assigned seating venue for ease of patron seat selection.
- CUA retains control over pricing and availability of each events seating on an event-by-event basis. County also retains the ability to view assigned seating configurations, hold statuses, sales, and blocked seats.

2.4.7 Account Management

- Event Ticketing Solution shall support an unlimited number of secure, unique user accounts
- Account management permissions should be customized to the users' needs and may differ among users

2.4.8 Ticket Printing

- Event Ticketing Solution should allow for batch printing and allow for the printing of unprinted ticket orders, will-call ticket orders, reprint ticket orders, or print a specific ticket order.

- Event Ticketing Solution should allow for print-at-home, e-ticketing, and ticketing with thermal ticket printers.

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2.4.9 Ticket Validation and Access Control

- Event Ticketing Solution should offer secure barcode-based ticket validation to allow for the entry, exit, and re-entry of patrons when all tickets are scanned

2.4.10 Access to Web-Based Reports

The proposed Event Ticketing Solution must allow CUA to access to an online, real-time reporting database for the transparency of net sales, daily sales, sales by employee, payment details, customer profile reports, event reservation list, seat assignments, and any other pertinent data and reports.

2.4.11 Refunds and Exchanges

Event Ticketing Solution should allow for CUA personnel to search for specific customer(s) using unique information such as name, phone number, email address, credit card number, order number, etc. and reprint tickets, issue refunds, exchanges, ect.

2.4.12 Customer Profile Management

Event Ticketing Solution should allow customer and CUA personnel to create user accounts to include billing and shipping address, email address, telephone number, etc. CUA personnel should the ability to add user profile notes and custom data fields that may also be accessible in the web-based reports.

2.4.13 Ticketing System Accessibility

The selected Proposer should offer a custom-branded mobile-friendly ticketing portal allowing ticket purchases for both assigned seating and general admission events through a mobile interface.

2.4.14 Email Marketing

The Event Ticketing Solution should allow for automated emailing of reminders, upcoming events, and marketing content based on a customer's opt-in status. Customers may be solicited to participate in marketing campaigns based on purchase history, user-type, activity, subscription, membership status, and other applicable data.

~~2.4.15~~ Website Design

The selected proposer will collaborate with CUA in designing a ticketing portal suitable to the needs of CUA and its customers. CUA will have the right to require the selected Proposer to make any updates and changes to the web portal's design and functionality at any time during the duration of the resultant Contract and any extensions arising from this Solicitation.

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2.4.16 Delivery Options

The proposed Event Ticketing Solution should allow a variety of ticket delivery options to include U.S. Mail, Will Call, and other custom options.

2.5 IMPLEMENTATION

The selected proposer shall be responsible for providing Implementation Services to include: planning, configuration, data migration, training, testing, and installation of the proposed Event Ticketing Solution.

2.5.1 Planning

The selected Proposer will work jointly with the County for Project organization and management, throughout the implementation of the proposed Event Ticketing Solution, to include the various Project stages and milestones, scope management, and implementation services. The selected Proposer and County Project Manager will develop a comprehensive joint Project plan, and each actively manage the responsibilities of their internal teams to complete the Work.

The selected Proposer must perform all implementation/installation services in accordance with applicable laws, ordinances, rules, and regulations. The selected Proposer is expected to perform any implementation services requiring County staff's participation during the course of normal business hours (i.e., Monday through Friday: 8:00 a.m. to 5:00 p.m.), with the understanding that production deployment or Go-Live transitions may be conducted at an off peak date and time if required to minimize operational impact. Any exception to the performance of implementation tasks outside normal business hours must be approved beforehand by the County Project Manager.

2.5.2 Configuration

The selected proposer shall work with CUA Project Managers to configure the web based system in a desirable format that will meet the functionality and operational requirements of CUA. The selected Proposer shall utilize their expertise and experience with prior implementations to enhance and streamline the business process for CUA with the proposed Event Ticketing Solution. CUA will have final approval on the proposed configuration.

2.5.3 Data Migration

CUA will need to migrate existing data stored within the following systems: PinPointe, TicketMaster, and TicketWeb. This is necessary to provide a useful repository of data related to event/program related history which is critical to the services provided by CUA. CUA will jointly work with the current services providers and the selected Proposer to provide the data in a mutually agreeable format.

2.5.4 Training

A primary factor to the success of this Project is ensuring personnel are trained to an appropriate level of proficiency as the proposed Event Ticketing Solution is implemented and rolled out across CUA. As such, CUA seeks a comprehensive training plan that strives to ensure that CUA administrators are properly trained to utilize and support the proposed Event Ticketing Solution. The approach and methodology to delivering the required training shall be included in the proposal response. In addition, any proposed training course must be reviewed and approved by the County Project Manager prior to commencement of that course.

Training shall be on-site at the County for up to **ten (10) users**. CUA and the selected Proposer shall mutually agree on the time, date, and location of the training. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract and any renewal or extension periods.

2.5.5 Testing

The selected Proposer, in conjunction with CUA staff, shall provide a testing environment and shall be responsible for testing the proposed Event Ticketing Solution and ensuring proper functionality, prior to Go-Live. Testing will be comprised of all facets of the proposed Event Ticketing Solution to include, but not limited to: integration with external platforms, payment acceptance, email notifications, venue maps, etc. The selected Proposer shall correct all issues identified during the testing phase of the Project, prior to moving to the production.

2.5.6 Installation

The selected proposer shall be responsible for installing all associated equipment and software that will be utilized throughout CUA auditoriums. During the testing phase the, selected Proposer shall ensure that all physical equipment is fully functional and seamlessly integrates with the web-based platform. In addition, the selected Proposer shall work with CUA staff to ensure the proper usage of the equipment and have the capability to troubleshoot the equipment should it malfunction.

2.6 SYSTEM AVAILABILITY AND RELIABILITY GUARANTEE

The selected Proposer must be able to provide County with a 99.9% system uptime guarantee. County must document the cases of system downtime and allow the selected Proposer to remedy the cases of system failure. Though County will allow the proposer to remedy the cases of system failure, County reserves the right to terminate the Agreement with the selected Proposer for cause as where the 99.9% system uptime guarantee was not upheld.

CUA will consider the Event Ticketing Solution to be unavailable when users are unable to access functionality and information contained within the system due to:

- Software outage
- Excessively slow Software performance
- Widespread, systematic errors which prevent the use of the core Investment Management System functionality

2.7 STANDARDS AND COMPLIANCE

The selected Proposer, its employees, and subcontractors shall follow applicable laws as it pertains to Personal Identifiable Information (PII) and the safeguard of that information. Any breach of this data through the resultant Contract will require immediate notification to CUA and all participating customers. The selected Proposer shall immediately remedy any such breach within twenty-four (24) hours or CUA will have the right to terminate the resultant Contract for cause.

In addition, the proposed Event Ticketing Solution shall be comply with Payment Card Industry Data Security Standard (PCI DSS). There shall be no deviation from this requirement.

2.6 **DISASTER RECOVERY**

The Selected Proposer shall provide data backup and redundancy to mitigate the risk of data loss and ensure the ongoing performance of the Software. The County requires that the proposed Solution have a Disaster Recovery Plan to provide business continuity in the event of a disaster and critical equipment failure.

2.7 **MAINTENANCE SERVICES**

The selected Proposer shall provide maintenance services for the Event Ticketing Solution throughout the term of the Contract. These services shall include, but not limited to: updates, patches, bug-fixes, corrections of defects, and upgrades to the Event Ticketing Solution to ensure the Event Ticketing Solution will operate according to the specifications of the resultant Contract.

2.8 **TECHNICAL SUPPORT SERVICES**

The selected Proposer shall provide technical support services to address technical issues with the proposed Event Ticketing Solution. The selected Proposer shall have the capability to provide technical support services to customers and CUA administrators. The selected Proposer should have a live response, in-house customer service help desk available on a toll-free basis for members of the public seven (7) days per week between the hours 8:00 AM to 8:00 PM local time to assist with the completion of ticket purchases.

In addition, The selected Proposer should have a live response, in-house, technical support services available on a toll free basis for MDCA and Caleb staff seven (7) days per week between the hours of 8:00 AM and 12:00 AM (Midnight) local time to address potential system outages.

The County desires an escalation and response time as listed below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the Solution, whether hardware or software, is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	15 minutes	One (1) Hour	15 minutes
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	One (1) Hour	Four (4) Hours	30 minutes
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	Four (4) hours	Twenty-four (24) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	Eight (8) hours	Seventy-two (72) hours for an acceptable work around until final resolution	Weekly Status Call

2.9 FEE AND REVENUE SCHEDULE

MDCA and Caleb is seeking a revenue generating price structure for the Event Ticketing Solution. It is anticipated that MDCA and Caleb will receive the full-price (face value) of all event tickets sold with no off-set of any kind. It is also anticipated that no fees will be charged by the selected Proposer on event tickets sold at the MDCA and Caleb box offices.

CSM is seeking a Per-Transaction Fee as tickets are sold for \$5. In addition, they are looking for annual subscription format for the usage of a web based platform.

Proposers shall use Form 1 – Price Proposal Schedule, to input their price offer to CUA. CUA will evaluate Proposers price proposal which provides the best value to CUA and Customers/Patrons through the proposed combination of charges to customers/patrons and revenue (Royalty) to the County. Proposers will be evaluated accordingly by the Evaluation Criteria set forth in Section 4, Evaluation Process.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. 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 proposals 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 executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives 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 **or Review Team** member.

Technical Criteria

Points

1. Proposer's relevant experience, qualifications, and past performance
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
3. Proposer's approach to providing the services requested in this Solicitation

4. Proposer's sustainable practices (environmental, social/fair labor standards, and economic)

Price Criteria

Points

5. Proposer's proposed price

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the **Review Team** shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. **Review Team** may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the **Review Team**.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above (**Technical and Price**), 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 Division 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 Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

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 term may remain on the contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

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. "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 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 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 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 highest ranked local Proposer shall have the opportunity to proceed to negotiations and 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 better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better 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 Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award). Additionally, any Proposer recommended for negotiations shall comply with the Lobbyist registration requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(s) of the Code. A principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of an entity, without special compensation or reimbursement for the appearance, shall register with the Clerk as required by the Ordinance, but shall not be required to pay any registration fees.

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.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

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 may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County **Supplier** Registration Package. For online vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Insurance Requirements

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

In accordance with Section 2-1076 of the Code, the Office of the Inspector General 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 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

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit, and **Contractor Due Diligence Affidavit**
- Form 1 – Price Proposal Schedule