

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	<input type="text" value="Previous Contract/Project No."/>
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<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other
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LIVING WAGE APPLIES: __YES XNO

Requisition/Project No: **RFQ983**

TERM OF CONTRACT: **1 year with 2 one-year option-to-renew**

Requisition/Project Title: **Marketing, cargo development and trade promotion**

Description: Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Seaport Department (PortMiami), is soliciting proposals for the professional services of experienced and qualified firm(s) or individual(s) to provide marketing, cargo development and trade promotion for PortMiami in four regions: 1) Peru/Chili; 2) China/Hong Kong; 3) Brazil; and 4) Caribbean.

The County anticipates awarding four individual contracts (one for each region) for one year, with two, one-year options to renew, at the County's sole discretion.

User Department(s): **PortMiami**

Issuing Department: ISD/Procurement Management Contact Person: Lydia Osborne Phone: 305-375-1291

Estimated Revenue: \$240,000 (\$60,000 per contract) Funding Source: PROPRIETARY REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: 918, 918-58,918-49 and 918-75			SIC:
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ____ Yes <u>X</u> No			

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Lydia Osborne

Date to SBD: 9-19-13

Date Returned to DPM: _____

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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 OTR
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User Department(s): **PortMiami**

Issuing Department: ISD/Procurement Management Contact Person: Lydia Osborne Phone: 305-375-1291

Estimated Revenue: \$240,000 (\$60,000 per contract) Funding Source: General Funds REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: 918, 918-58,918-49 and 918-75		SIC:
Trade/Commodity/Service Opportunities		
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History		
EXISTING		2ND YEAR
3RD YEAR		
Contractor:		
Small Business Enterprise:		
Contract Value:		
Comments:		
Continued on another page (s): <u> </u> Yes <u> </u> <input checked="" type="checkbox"/> No		

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Lydia Osborne

Date to SBD: 9-19-13

Date Returned to DPM: _____

Walters, Vivian (RER)

From: Osborne, Lydia S. (ISD)
Sent: Thursday, September 19, 2013 12:35 PM
To: Walters, Vivian (RER)
Subject: RFQ893 - marketing, cargo development and trade promotion
Attachments: Input Doc-Project Measure Worksheet.doc; RFP893 -91913.pdf

Hi Vivian

Please review the attached RFQ for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. Allocation is from general revenue. There will be four individual contracts, one for each region. Each contract value is \$60,000. My recommendation is No Measures as this will be open to firms and or individuals. Selected Personnel will be located in the applicable region. This is an expedited project.

Thanks.

Make it a great day!!!!

Lydia Osborne, Ph.D, CPPO, CPPB
Procurement Contracting Officer II

Internal Services Department

111 NW 1st Street, Suite 1300

Miami, FL 33128-1974

☎ (305) 375-**1291**

✉ lydiaos@miamidade.gov

🌐 www.miamidade.gov/dpm

"Delivering Excellence Every Day"

Please consider the environment before printing this email.

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

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

**REQUEST FOR QUALIFICATIONS (EPP-RFQ) No. 893
FOR
MARKETING, CARGO DEVELOPMENT AND TRADE PROMOTION
FOR PORTMIAMI**

PRE-PROPOSAL CONFERENCE TO BE HELD:

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

ISSUED BY MIAMI-DADE COUNTY:

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

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Lydia Osborne, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1291
E-mail: lydiaos@miamidade.gov

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

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

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

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

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

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

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

DRAFT

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 Seaport Department (PortMiami), is soliciting proposals for the professional services of experienced and qualified firm(s) or individual(s) to provide marketing, cargo development and trade promotion for PortMiami in four regions: 1) Peru/Chili; 2) China/Hong Kong; 3) Brazil; and 4) Caribbean.

The County anticipates awarding four individual contracts (one for each region) for one year, with two, one-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference:

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

Deadline for receipt of questions:

Proposal due date:

Evaluation process:

Projected award date:

See front cover for date, time and place.

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional

information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

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

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

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

1.4 Cone of Silence

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the

Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

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

1.6 Lobbyist Contingency Fees

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

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

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

2.0 SCOPE OF SERVICES**2.1 Background**

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. The commercial trade industry contributes approximately \$27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs.

The County, as represented by PortMiami, is soliciting proposals for the professional services of experienced and qualified firm(s) or individual(s) to provide marketing, cargo development and trade promotion for PortMiami in four regions: 1) Peru/Chili; 2) China/Hong Kong; 3) Brazil; and 4) Caribbean. The required services include promoting the advantages of PortMiami with ocean carriers, shippers and brokers active in the region; identifying opportunities for PortMiami in the trade transshipment cargo market; providing consulting services to increase two-way trade with strategic markets; and representing PortMiami to increase its competitive advantage and to promote its infrastructure improvement and trade advantages at trade shows, logistics and maritime meetings, government and private industry seminars, and similar functions in the target market.

PortMiami's current business in each region is:

- 1) Peru/Chili;
- 2) China/Hong Kong
- 3) Brazil
- 4) Caribbean

2.2 Preferred Qualification Requirements

The preferred qualification requirements for this Solicitation are that the selected Proposer(s) and/or its key personnel performing the services should have:

- 1) A minimum of five years of experience performing similar services within the maritime industry;
- 2) Experience with successful marketing efforts in the trade and logistics arena, raising awareness and helping garner new business;
- 3) Working knowledge of PortMiami and its stature in the maritime industry to include knowledge of other ports' activities (in contrast to PortMiami) and international trade;
- 4) Established relationships with local, national and regional agencies responsible for trade programs in the region; and
- 5) Established relationships with key institutions and companies in the product import and export industry of the region to include ocean carriers, shippers and brokers active in the region.

2.3 Services to be Provided

The selected Proposer(s) shall

- 1) Work with PortMiami to prepare an annual work assignment to include objectives and goals to be achieved.
- 2) Submit to PortMiami written progress reports on a monthly basis, or on an as needed basis, to include:
 - a. Selected Proposer's actions and achievements;
 - b. Important issues that will affect the assignment and the actions taken on such issues;
 - c. Status of all issues that the selected Proposer is monitoring that may affect PortMiami and the actions taken on such issues;

- d. Complete full contact database on the government officials, shipping executives, exporters and logistics experts that the selected Proposer met with; and
- e. The status of any pending deliverables.

Note: Reports shall be provided in a format, and with a level of detail, acceptable to PortMiami.

- 3) Provide industry related research, trade statistics, country trade profiles and analysis of growth potential for specific products and markets.
- 4) Arrange for and/or conduct meetings, including meetings with key players in two-way trade (i.e., ocean carriers, major shippers, manufacturers, exporters and importers, brokers, distributors, etc.) to promote PortMiami.
- 5) Promote the advantages of PortMiami with ocean carriers, major shippers, manufacturers and brokers active in the region.
- 6) Conduct meetings with government trade representatives and trade facilitators to identify special needs of the regional industry that PortMiami could meet and recommend the appropriate course of action that would enhance PortMiami's ability to meet the identified needs.
- 7) Promote PortMiami as the preferred transshipment hub linking to Asia, Latin America, Europe, Africa and the Caribbean.
- 8) Generate international press relating to PortMiami's activities in the region.
- 9) Participate in conferences and seminars as well as promote new services and infrastructure improvements.
- 10) Identify new import and export opportunities for PortMiami (i.e., textiles, beverages, heavy load, perishables etc.).
- 11) Attend a yearly strategy meeting in Miami and tour the port to become familiar with the latest developments at PortMiami.

2.4 Optional Services

The County may request optional services such as travel (other than the yearly visit required per Section 3, item 11) and special projects. Compensation for approved optional services will be provided separately from the monthly fee and may be negotiated with the selected Proposer. All optional services and related expenses require prior written County approval.

2.5 Compensation/Payment Schedule

The County will compensate the selected Proposer a flat monthly fee of \$5,000 for the services. Refer to Section 2.4 above for compensation for Optional Services. Note: An invoice will not be accepted by the County as proper, and ready for payment, if the selected Proposer has outstanding reports or deliverables due from that invoice period or earlier.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and

has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team (Team) which will evaluate and rank proposals on criteria listed below. The 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 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 Team member.

Technical Criteria

Points

- | | |
|--|----|
| 1. Proposer's (firm or Individual) relevant experience, qualifications, and past performance | 50 |
| 2. Proposer's (firm or individual) approach to providing the services requested in this Solicitation | 50 |

4.3 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://new.miamidade.gov/business/business-development.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.

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

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

4.5 Local Preference

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

4.6 Negotiations

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

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their 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. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

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.)

4.7 Contract Award

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

4.8 Rights of Protest

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

5.0 TERMS AND CONDITIONS

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

a) Vendor Registration

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

b) Insurance Requirements

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

c) Inspector General Reviews

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

d) User Access Program

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

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package

DRAFT

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Marketing, Cargo Development, and Trade Promotion for PortMiami

Contract No. EPP-RFQ893

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation/individual organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"), contains the mutual covenants and agreements between the parties as follows:

ARTICLE 1. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's EPP-RFQ No. 893 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 2. CONTRACT TERM

The Contract shall become effective on the date indicated above and shall continue for 12 months. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 3. NON-COMPETE

Due to the nature of the Services, during the term of this Agreement, the Contractor shall not directly or indirectly enter into an agreement with, or render similar services to, any seaports competing with PortMiami in the Southeast United States. The Contractor further agrees to retain all information provided from PortMiami as confidential and not to use said information on the Contractor's behalf or disclose same to any third party, except to fulfill Services required herein.

ARTICLE 4. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, EPP-RFQ No. 893, and all associated addenda, and the Contractor's Proposal.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Days" to mean Calendar Days.
- e) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

- f) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Work.
- g) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- h) The word "subcontractor" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- i) The words "Work" or "Services" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 5. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County
PortMiami
1015 North American Way
2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 6. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of Five Thousand Dollars (\$5,000.00) per month. This monthly rate shall remain firm and fixed for the term of the Contract, including any option or extension periods. Optional Services approved in writing by the County as described in the Scope of Services will be reimbursed by the County separately from the monthly rate. The County shall have no obligation to pay the Contractor any additional sum in excess of those stated herein, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 7. NATURE OF THE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE 8. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County monthly. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have indicate the region being served. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
PortMiami
1015 North American Way
2nd Floor
Miami, Florida 33132
Attention: Danny Ball

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$ _____ per claim.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County.

ARTICLE 10. TERMINATION

The County may terminate this Contract without or without cause upon written notice. If the Contractor fails to perform in accordance with the Contract, the County may choose to terminate this Contract for default or place the Contractor on probation. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions, and/or administrative orders. In the event of termination for default, the County may

procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procured cost shall be borne by the Contractor.

Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for the pro-rated amount of the monthly rate for the month in which the notice of termination is issued.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 12. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 13. AUDITS

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures..

ARTICLE 14. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 15. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 16. CONFIDENTIALITY

All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

ARTICLE 17. PROPRIETARY INFORMATION

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

The Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use; or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 18. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

ARTICLE 19. VENDOR REGISTRATION/CONFLICT OF INTEREST**a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County,

competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 20. COUNTY USER ACCESS PROGRAM (UAP)

Pursuant to Miami-Dade County Code Section 2-8.10, this agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two (2) percent. The Contractor providing goods or services under this agreement shall invoice the contract price and accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice.

ARTICLE 21. INSPECTOR GENERAL AUDIT AND FEE

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions accounts, records, and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code. Independent Private Sector Inspector General Reviews

ARTICLE 22. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 23. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 24. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S.,

specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 25. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

PROPOSAL SUBMISSION PACKAGE
Request for Qualifications (EPP-RFQ) No. 893
Property Appraisal Inspection Services

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE** as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Fair Subcontracting Policies
- Form A-6, Subcontractor/Supplier Listing

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
RFQ No.: EPP-RFQ893 RFQ Title: marketing, Cargo Development, and Trade Promotion for PortMiami Proposal Due Date:	

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Proposer Information

Proposer's and/or Key Personnel's Experience and Qualifications

1. Describe the Proposer's (i.e., organization or individual) past performance and experience. Provide a summary of the Proposer's qualifications, location, organizational structure, and services Proposer provides. Address who will be assigned to this project as the key person(s) providing the services and what uniquely qualifies that person.
2. Address Proposer's and/or key personnel's qualifications by addressing each of the preferred qualification requirements:
 - i. A minimum of five years' experience performing similar services within the maritime industry;
 - ii. Experience with successful marketing efforts in the trade and logistics arena, raising awareness and helping garner new business;
 - iii. Working knowledge of PortMiami and its stature in the maritime industry to include knowledge of other ports' activities (in contrast to PortMiami) and international trade;
 - iv. Established relationships with local, national and regional agencies responsible for trade programs in the region; and
 - v. Established relationships with key institutions and companies in the product import and export industry of the region to include ocean carriers, shippers and brokers active in the region.
3. Provide a detailed description of similar work performed for three governmental or private clients as follows for each project: (i) name of client; (ii) description of work; (iii) contract period; (iv) on-going or completed; and (v) contact person and contact phone number; and (vi) provide a statement of whether Proposer was the prime contractor or the sub-contractor.
4. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
5. Address whether Proposer will need to use a subcontractor(s) to perform any of the services. List the names and addresses of any subcontractors, describe the work to be performed by each subcontractor and describe the experience of the subcontractor.
6. Provide a resume, if available, with job descriptions and other detailed qualification information for key person assigned to this project.
7. Provide 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.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal

Proposer Information

Proposed Approach to Providing the Services

8. Describe the services in general that the Proposer will be providing, including Proposer's understanding of the services, as described in Section 2.3, Services to be Provided. In addition, provide a statement regarding the Proposer's ability to comply with the non-compete clause in providing the services, pursuant to Article 3 (sample contract), after a contract is issued.
9. Describe the Proposer's plan to provide the services, including the level of effort per month, Proposer's commitment of resources (i.e., other client's projects Proposer will be working on), examples of the types of meetings Proposer will schedule and attend, the regional conferences and seminars Proposer will attend or participate in, accessibility of key person for telephone calls or providing daily updates to PortMiami for certain projects, etc.
10. Address in detail the Proposer's ability to provide the monthly reports and the format Proposer will use. A sample outline for a monthly report can be attached.
11. Confirm key person's commitment to travel from the designated region to PortMiami for the annual meeting (refer to Section 2.3, Item 11).
12. Describe the key person's ability to travel (refer to Optional Services) and the types of travel requests the Proposer anticipates.
13. Identify if Proposer has taken any exception to the terms of this Solicitation, specifically, if the Proposer has taken exception to insurance requirements. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: Project No.:
(2) Department:
(3) Proposer's Name:
Address: Zip:
Business Telephone: ()

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and 8 rows for listing team members.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:
STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this
by, a, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4

LOCAL BUSINESS 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. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

- 1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

- 2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

- 3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.

- b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as Identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

**FORM A-6
SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)**

Name of Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer _____ Print Name _____ Print Title _____ Date _____

Walters, Vivian (RER)

From: Osborne, Lydia S. (ISD)
Sent: Thursday, September 19, 2013 12:35 PM
To: Walters, Vivian (RER)
Subject: RFQ893 - marketing, cargo development and trade promotion
Attachments: Input Doc-Project Measure Worksheet.doc; RFP893 -91913.pdf

Hi Vivian

Please review the attached RFQ for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. Allocation is from general revenue. There will be four individual contracts, one for each region. Each contract value is \$60,000. My recommendation is No Measures as this will be open to firms and or individuals. Selected Personnel will be located in the applicable region. This is an expedited project.

Thanks.

Make it a great day!!!!

Lydia Osborne, Ph.D, CPPO, CPPB
Procurement Contracting Officer II

Internal Services Department

111 NW 1st Street, Suite 1300

Miami, FL 33128-1974

☎ (305) 375-**1291**

✉ lydiaos@miamidade.gov

🌐 www.miamidade.gov/dpm

"Delivering Excellence Every Day"

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