

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01268

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

Requisition No./Project No.: RQAV2100005
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Media Monitoring Services

Description: News Media Monitoring and Sharing Services.

Issuing Department: ISD, SPD
 Contact Person: Enke Plasari
 Phone: 305-375-3905

Estimate Cost: 165,000.00
 Funding Source: GENERAL
FEDERAL
OTHER Proprietary

ANALYSIS

Commodity Codes:	<u>91564</u>	<u>541820</u>	<u>541810</u>	<u>541890</u>	<u>541830</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>Little Fish Media LLC</u>				
Small Business Enterprise:					
Contract Value:	<u>60,000.00</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: <u> </u>	Date sent to SBD: <u> </u>
	Date returned to SPD: <u> </u>

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for Media Monitoring and Wire Press Release Distribution Services for Miami-Dade Aviation Department.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the five (5) year term.

2.3 METHOD OF AWARD

Award of this contract shall be made to the responsive, responsible Bidder who meets the qualification criteria listed below, and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer for all items, its offer may be rejected.

If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the Awarded Bidder defaults, the County reserves the right to negotiate and obtain the requested service from the next responsive, responsible Bidder.

Submittal Requirement

- i. Bidder(s) shall submit a reference list of at least three (3) current clients, with a description of current use of media monitoring and wire press release distribution services. All client references shall include the beginning date of service, type of services provided, and client reference contact information.
- ii. Bidder(s) shall submit documentation of the platform(s) and user interface(s) that will be used by the County as well as sample reports that can be generated by the Bidder's services, as per Section 3 Scope of Work.

Bidder(s) shall submit the specified information listed above as proof of compliance to the requirements of this Solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidder(s) to complete, supplement or supply the required information during the evaluation period.

2.4 PRICES

The price proposed by the Awarded Bidder shall be fixed and firm during the duration of the contract Term.

2.5 **INVOICES**

The following information is in addition to Section 1, Paragraph 1.35 of the General Terms and Conditions.

The Awarded Bidder shall invoice the County for Media Monitoring Services on a quarterly basis.

2.6 **INSURANCE**

The following supersedes the insurance coverage listed in Section 1, Paragraph 1.22 (A):

The Bidder shall furnish to Miami-Dade County, Certificate of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

- i. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

Commented [PE(1)]: This language pertains to the previous solicitation.

2.7 **FAA SPECIAL PROVISIONS**

i) Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal.

Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- ii) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- iii) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

2.8 MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Consultant shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Consultant's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Consultant, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Consultant shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Consultant shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Consultant does not elect to terminate this Contract within the time specified herein, this contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

2.9 COUNTY USER ACCESS PROGRAM (UAP)

As referenced in Section 1, UAP does not apply to this Solicitation.

2.10 ADDITIONAL SIMILAR SERVICES

The County may purchase additional similar services not outlined within this solicitation. The Awarded Bidder shall provide a price quote upon the request of the County for the additional similar services. The County reserves the right to award these additional similar services to the Awarded Bidder. However, the County has the right to acquire the additional similar services outside this solicitation if the quote is determined to be unfair and unreasonable.

SECTION 3: TECHNICAL SPECIFICATIONS

3.1 BACKGROUND

The Awarded Bidder shall provide a customized web based platform that will allow the County to monitor its national and global media footprint through Media Monitoring Services, inclusive of Wire Press Release Distribution Services.

3.1 SCOPE OF WORK

The Awarded Bidder shall provide set up and access to the platform for a minimum of three (3) interchangeable users. Set up of each user shall include the establishment of a username and password and shall be completed within five (5) calendar days after the date the order is placed by the County.

3.2 MEDIA MONITORING SERVICES

The Awarded Bidder shall provide Media Monitoring Services, on, but not necessarily limited to, newspapers, magazines, media outlets, online and social media influencers, editorials, broadcast outlets and content; and trade magazines that focus on aviation, travel/tourism, trade/commerce and technology.

Media Monitoring Services on newspapers shall include the top one hundred (100) newspapers in the United States by circulation, inclusive of:

- USA Today
- The Wall Street Journal
- The New York Times
- Los Angeles Times
- New York Post
- The Washington Post
- New York Daily News
- Chicago Tribune
- Houston Chronicle
- Arizona Republic
- The Dallas Morning News
- Newsday
- San Francisco Chronicle
- The Boston Globe
- Star-Ledger

Media Monitoring Services shall include, but not necessarily limited to the following services:

A. National and International Media Database Access, with:

- access to continuously updated and/or verified email addresses of journalists and other media contacts,
- premium pitching tips, such as preferred contact methods, topics of interest, and biographical information;

- project tracking and analytics that enable management of all media campaign aspects, such as the ability to track reader interaction statistics and automated activity of email campaigns;
- the ability to receive media opportunities based on industry and keywords from journalists, domestically and internationally; and
- the ability to target traditional media database that also includes relevant bloggers and social media influencers with access to domestic and international profiles.

B. Online and Print News Media Library, with:

- Access to an online and print news media library with the capability to monitor, track, and analyze premium North American print sources such as newspapers, magazines, trade/business journals and newsletters, global news websites, with unlimited hits and search terms. **No third party agreements will be signed by the County;**
- the ability to bypass and access publication paywalls and subscriptions, where possible;
- the ability to monitor the top one hundred (100) U.S. daily newspapers by circulation; and
- the ability to automatically create and distribute daily, monthly, and quarterly news clip reports.

C. Broadcast Monitoring, with:

- the automatic delivery of video and radio broadcast content from across the U.S., based on select keywords, with unlimited streaming content; and
- Unlimited streaming and video file downloads, where possible.

D. Analytics & Reports, with:

- the ability to generate daily reports based on custom categories;
- real-time news alerts from national and global news sources; and
- the ability to provide data on mentions, reports, major events, complaints or compliments, or discussions directly or indirectly related to Miami International Airport.

3.3 **WIRE PRESS RELEASE DISTRIBUTION SERVICES**

The County will purchase Wire Press Release Distribution Services, on an as needed basis, per the specifications listed below. The Awarded Bidder shall provide a cost per package for the following:

- each package shall contain at a minimum fifteen (15) Wire Press Releases;
- the County shall have the ability to write and distribute Wire Press Releases to a national distribution list that reaches multiple newspapers, broadcast outlets, newswires, websites, financial terminal systems, databases, and trade publications across the country;
- each Wire Press Release shall have unlimited word count, image/video/website embedding, social media embedding, and keyword optimization; and
- Wire Press Releases shall be available to send a year from the date they are purchased~~have no expiration date~~. The County shall be able to issue the Wire Press Releases as needed.

3.4 **SUPPLEMENTARY SERVICES**

The Awarded Bidder shall provide the following Supplementary Services listed below at no additional cost to the County.

A. Support and Maintenance

- i. The Awarded Bidder shall be responsible for providing technical support and maintenance to all services listed as part of this Solicitation, which shall include, but is not limited to: service updates, user access assistance, enhancements, repairs, or needed modifications to keep services up-to-date and functional.
- ii. The Awarded Bidder shall fix service failures, within ~~five (5) days forty-eight (48) hours~~ of being notified in writing by the County. If the Awarded Bidder fails to provide the required support, the Bidder may be considered in default of the contract.

B. Training

- i. The Awarded Bidder shall provide live online training of the platform to all registered users upon the initial setup of services, as listed within this solicitation, and as updates are made available.
- ii. The Awarded Bidder shall supply the County with an electronic version of all training guides, for all services purchased by the County. The guides shall be supplied prior to, or upon the initial setup of services and when service updates and enhancements are implemented.

3.5 **ADDITIONAL USERS**

The Awarded Bidder shall provide the County the ability to add additional users, at any time throughout the contract Term. Additional users shall be given access to all of the services listed in the contract. If additional users are requested, the Awarded Bidder shall submit a separate invoice to the County upon receipt of the purchase order for each additional user. The Awarded Bidder shall provide a cost per additional user in Section 4 of this Solicitation, for informational purposes only.

SECTION 4: PRICING

Item No.	Quantity	Description	Unit of Measure	Price
1	Five (5)	Media Monitoring Services, as per Section 3.2	Year	\$ _____ per year
2	Five (5)	Press Release Distribution Services, as per Section 3.3	Package	\$ _____ per package
Cost per Additional User, as per Section 3.5 <small>*For Informational Purposes Only</small>			Each	
Qualification Criteria Checklist				Check if Completed
Submit a reference list of at least three (3) current clients, with a description of current use of media monitoring and wire press release distribution services. All client references shall include the beginning date of service, type of services provided, and client reference contact information., as per Section 2.3 (i)				<input type="checkbox"/>
Submit documentation of the platform(s), and user interface(s) that will be used by the County as well as example reports that can be generated by the Bidder's services, as per Section 2.3 (ii)				<input type="checkbox"/>