City of Miami

## Solicitation 20-21-02

## **Provision of Video Production Services**

**Solicitation Designation: Public** 



**City of Miami** 

# Solicitation 20-21-02 Provision of Video Production Services

Solicitation Number **20-21-02** 

Solicitation Title Provision of Video Production Services

Solicitation Start Date

Solicitation End Date

Question & Answer End Date

Jan 29, 2021 4:00:28 PM EST

Mar 1, 2021 5:00:00 PM EST

Feb 15, 2021 5:00:00 PM EST

Solicitation Contact Prisca Tomasi

**Finance Analyst & Procurement Coordinator** 

305-579-6675

tomasi@miamidda.com

Contract Duration

Contract Renewal

Prices Good for

See Specifications

See Specifications

Not Applicable

Pre-Solicitation Conference Feb 22, 2021 3:00:00 PM EST

Attendance is optional Location: Zoom Call

Topic: RFQ No. 20-21-02 Video Production Services Voluntary Pre-Bid Conference Call

Time: Feb 22, 2021 03:00 PM Eastern Time (US and Canada)

**Join Zoom Meeting** 

https://us02web.zoom.us/j/81941344684?pwd=eGl2M1Z5S3ptbHlmWEhUY0g5WWRMdz09

Meeting ID: 819 4134 4684

Passcode: 023121

### One tap mobile

+16465588656,,81941344684#,,,,\*023121# US (New York) +13017158592,,81941344684#,,,,\*023121# US (Washington DC)

### Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 819 4134 4684

Passcode: 023121

Find your local number: https://us02web.zoom.us/u/kcYB0QQiCY

#### Solicitation Comments

The Miami Downtown Development Authority ("Miami DDA") of the City of Miami, Florida ("City") is seeking to create a pool of pre-qualified vendors for the provision of video production services to represent the Miami DDA ("Services"), on an as needed basis. The Miami DDA intends to utilize these videos to promote the Miami DDA both domestically and internationally.

The Miami DDA is seeking to expand the utilization of these services for commercials to promote Downtown Miami at:

- Presentations
- Conferences
- Community Events
- Events
- Online Viewing
- Social Media

Required Vendor Qualifications AUDIO/VISUAL

#### **Item Response Form**

Item 20-21-02--01-01 - Executive Summary

Quantity 1 each

Prices are not requested for this item.

Delivery Location

City of Miami

No Location Specified

Qty 1

#### Description

A signed and dated summary of not more than two (2) pages containing an Executive Summary, describing elements contained within Proposer's proposal, including such factors as Professional Experience and Qualifications, Reputation, Financial Responsibility, and both Fiscal and Marketing Plans. Proposer shall specifically indicate the type of video production services proposed. The Executive Summary shall also include the Proposer's proposed operation for this Venue. and shall include the address; length of time in business; type of business organization (i.e. corporation, limited liability company, partnership, etc.); size of company (including total number of employees and annual gross revenue); Names of persons responsible for operations; Pending mergers, if any (if none, so state in response); and Ownership.

Item 20-21-02 - Proposer Profile

Quantity 1 each

Prices are not requested for this item.

Delivery Location City of Miami

No Location Specified

Qty 1

### Description

Provide the following information regarding your firm. If you intend to subcontract some of the proposed work to another firm, same information should be provided for each subcontractor/subconsultant.

- Provide a brief history of your firm, including the year it was established.
- Provide the names and curriculum vitae of your firm's principals. Indicate the amount of involvement the principal(s) will have on this account.
- Provide a list of ongoing contracts/project with their current status and projected termination dates.
- Provide an organizational chart.
- Provide relevant work samples.

20-21-02--01-03 - Proposer's Experience, Past Performance, and Approach

1/29/2021 2:01 PM

Item

Quantity 1 each

Prices are not requested for this item.

**Delivery Location** 

City of Miami

No Location Specified

Qty 1

#### Description

Provide the following information regarding your firm:

*Projects*: Provide a detailed description of two (2) to three (3) projects which the Proposer has either ongoing or completed within the past three (3) years. The description is not to exceed two (2) pages in total. Where possible, list and describe those projects performed for similar size public or private entities and any work performed for the Miami DDA. Please specify whether each project is completed or ongoing. The description should identify for each project:

- 1. The client,
- 2. A description of the project,
- 3. The duration of the project,
- 4. The contact person and phone number of the client for reference, and

5. The results/deliverables of the project. Link to each video project (minimum 3)

for viewing via YouTube, Vimeo, Dropbox, WeTransfer or other equal video viewing service for the Miami DDA staff to review.

Item **20-21-02--01-04 - References** 

Quantity 1 each

Prices are not requested for this item.

Delivery Location City of Miami

No Location Specified

Qty 1

### **Description**

Provide names, addresses, phone numbers <u>and</u> email addresses of three (3) references that would be capable of explaining and confirming the firm's capacity to successfully complete the scope of work outlined herein.

### Section 1.0 RFQ GENERAL TERMS AND CONDITIONS

## 1.1 Acceptance/Rejection

The Miami DDA reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the Miami DDA, will be in the best interest of and/or the most advantageous to the Miami DDA. The Miami DDA also reserves the right to reject the Response of any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, or who is not in a position to perform the requirements defined in this RFQ. The Miami DDA reserves the right to waive any irregularities and technicalities and may, at its discretion, cancel and/or re-advertise the RFQ.

## 1.2 Miami DDA Not Liable for Delays

It is further expressly agreed that in no event shall the Miami DDA be liable for, or responsible to a Proposer, any sub-contractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for due to injunction or other legal or equitable proceedings or on account of any delay for any cause over which the Miami DDA has no control. This provision, and a no damage for delay clause, shall be included in any agreement resulting from this RFQ.

## 1.3 Contract Award and Miami DDA's Rights

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFQ, applicable City regulations and State Statutes shall be included in a pool of video production vendors. As soon as a project is identified, the Miami DDA will acquire quotes in form of an Invitation for Quotation ("IFQ"), by contacting all vendors within the pool and will then award an opportunity to negotiate a contract with the lowest and responsive and responsible bidder ("Contract"). The Contract will be awarded and furnished by the Miami DDA, and will contain certain terms as are in the Miami DDA's best interests, and may be executed for groups of projects or on a project by project basis. The Contract shall include several provisions, including, but not limited to, indemnification, insurance requirements, audit rights, public records compliance, and no discrimination. All contracts to be executed are continuing contracts as that term is defined by the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes, if applicable. The Miami DDA reserves the right to make specific task assignments for individual project(s) by subsequent Work Order(s) issued pursuant to the awarded Contract(s).

## 1.4 Cost Incurred by Proposers

All expenses involved with the preparation and submission of Proposals to the Miami DDA, or any work performed in connection therewith shall be borne by the Proposer(s).

### 1.5 Legal Requirements

This RFQ is subject to all applicable federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from this responsibility.

### 1.6 Local Preference

Local preference regarding this RFQ will be considered during the evaluation process for the provision of a specific service(s). The Local Preference Form included in this RFQ is to be completed by entities that have had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date proposals were received for the purchase or contract at issue.

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the Executive Director/Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

## 1.7 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the Contract, then the Miami DDA, upon written notice to the Consultant or his/her assignee of such occurrence, shall have the unqualified immediate right to terminate the Contract without any penalty or expense to the Miami DDA. No guarantee, warranty, or representation is made that any particular project(s) will be awarded to any firm(s).

## 1.8 Notice Regarding "Cures"

Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), Invitation to Bid (ITB), Invitation for Bids (IFB), Invitation to Quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. Any solicitation issued after May 6, 2019, shall comply with APM 2-19. Only minor irregularities, deficiencies, and/or technicalities may be allowed to be timely cured by the proposer at the sole discretion of the Miami DDA. Minor irregularities, deficiencies, and/or technicalities are a variation from the solicitation what does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents. Material irregularities, deficiencies, and technicalities cannot be cured by the proposer, and are not waivable by the Miami DDA. Material irregularities, deficiencies, and/or technicalities are considered to be a major variance, change, deviation or substitution taken to specifications by a bidder/offeror that gives the responder a substantial advantage or benefit not enjoyed by all other respondents or that gives the purchaser something significantly different from what was specified.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process.

## 1.9 Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted Bidder/Proposer list.

### 1.10 Resolution of Protests

Any Proposer who perceives itself aggrieved in connection with this RFQ or award of the Contract may protest to the Executive Director: (i) within three (3) days of issuance of the RFQ (if protesting the RFQ solicitation); or (ii) within two (2) days of receipt of notice of the Executive Director's recommendation for award. A protest may not be based upon or challenge the relative weight of the evaluation criteria, the formula for assigning points, or from a simple disagreement with the opinion(s) of the Evaluation Committee or the Executive Director. A protest may not be based upon a failure to recommend a particular Proposer due to funding.

The written protest shall be timely delivered to the Executive Director, Christina Crespi, at 200 S Biscayne Blvd, Suite 2929, Miami, FL 33131 within the timeframe set forth herein. Late or mis-delivered protests shall not be considered. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or award is based and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Executive Director at the time of filing the protest shall be permitted in the consideration of the written protest.

All protests shall be accompanied by a filing fee in the form of a money order or cashier's check payable to the Miami DDA in an amount equal to one (1%) of the amount of the work or project or \$5,000.00, whichever is less. If the protest is upheld, the filing fee (less any actual costs incurred by the Miami DDA) shall be refunded, less interest, to the Proposer. If the protest is denied, the filing fee shall not be refunded, but shall be retained by the Miami DDA. All Protests shall comply with Section 18-104 of the City Code. The filing of a protest shall be a condition precedent to any other action challenging an award.

## 1.11 Review of Responses for Responsiveness

Each Proposal shall be reviewed to determine if it is responsible and responsive to the submission requirements outlined in the RFQ. A "responsive" proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem

a Proposal non-responsive. A "responsible" proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability characteristic of good faith performance.

### 1.12 Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the Miami DDA. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Miami DDA will investigate all situations where collusion may have occurred, and the Miami DDA reserves the right to reject any and all responses where collusion may have occurred.

## 1.13 Intellectual Property

The selected firm will be required to certify that all materials, including, but not limited to, reports, raw data, and graphics it develops under this procurement become the property, in perpetuity, of the Miami DDA.

### 1.14 Public Records

The Successful Proposer shall keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of the Public Records Law, Florida Statutes Chapter 119, shall be kept in accordance with the applicable statutes. Otherwise, the records and documentation shall be retained by the Successful Proposer for a minimum of three (3) years from the date of termination of this Contract. The Miami DDA, or any duly authorized agents or representatives of the Miami DDA, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Contract and during a three (3) year period thereafter, provided. however, such activity shall be conducted only during normal business hours. The Successful Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keeping and maintaining public records required by the Miami DDA to perform the service; (2) upon request from the Miami DDA's custodian of public records, providing the Miami DDA with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Successful Proposer does not transfer the records to the Miami DDA; (4) upon completion of the Contract, transferring, at no cost, to the Miami DDA all public records in possession of the Successful Proposer or keeping and maintaining public records required by the Miami DDA to perform the service. If the Successful Proposer transfers all public records to the Miami DDA upon completion of the Contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the Contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Miami DDA, upon request from the Miami DDA's custodian of public records, in a format that is compatible with the information technology systems of the Miami DDA.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS IVONNE DE LA VEGA AT (305) 579-6675 OR DELAVEGA@MIAMIDDA.COM.

## 1.15 Audit Rights and Records Retention

The Successful Proposer agrees to provide access, at all reasonable times, to the Miami DDA, or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFQ and the Contract for the purpose of audits, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for five (5) years after the Miami DDA makes final payment and all other pending matters are closed. Proposer's failure or refusal to comply with this condition shall result in the immediate termination of the Contract (if awarded) by the Miami DDA. The Audit and Inspection Provisions of Sections 18-102 and 18-101 of the Code of the City of Miami, Florida, as amended, are incorporated by reference herein.

### 1.16 Default

If the Successful Proposer fails to comply with any term or condition of this Contract or any other contract it has with the Miami DDA or fails to perform any of its obligations hereunder, then the Successful Proposer shall be in Default. Upon the occurrence of a default hereunder, the Miami DDA, in addition to all remedies available to it by law, may immediately, upon written notice to the Successful Proposer, terminate this Contract whereupon all payments, advances, or other compensation paid by the Miami DDA to the Successful Proposer while the Successful Proposer was in default shall be immediately returned to the Miami DDA. The Successful Proposer understands and agrees that termination of this Contract under this section shall not release the Successful Proposer from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, the Successful Proposer shall be liable to the Miami DDA for all expenses incurred by the Miami DDA in preparing and negotiating this Contract, as well as all costs and expenses incurred by the Miami DDA in the re-procurement of the Services, including consequential and incidental damages. In the event of Default, the Miami DDA may also suspend or withhold reimbursements to the Successful Proposer until such time as the actions giving rise to default have been cured.

### 1.17 Time to Cure a Default; Force Majeure

The Miami DDA, through the Executive Director or designee, shall provide written notice to the Successful Proposer as to a finding of Default, and the Successful Proposer shall take all necessary action to cure said Default within the time stipulated in said notice, after which time, the Miami DDA may terminate the Contract. The Miami DDA, at its sole and absolute discretion, may allow additional days to perform any required cure if the Successful Proposer provides written justification deemed reasonably sufficient. If the Default has not been corrected by the Successful Proposer within the time specified, the Contract may be automatically terminated on the last day of the time stipulated in said notice, without the necessity of any further action by the Miami DDA. Should any such failure on the part of the Successful Proposer be due to a condition of Force Majeure as that term is interpreted under Florida law, then the Miami DDA may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

### 1.18 Termination

The Miami DDA has the right to terminate this Contract for any reason or no reason, upon ten (10) business day's written notice. Upon termination of this Contract, all charts, sketches, studies, drawings, and other data and/or documents, including all electronic copies related to Work authorized under this Agreement, whether finished or not, must be turned over to the Miami DDA's Executive Director or designee within ten (10) business days of termination. Failure to timely deliver the documentation shall be caused to withhold any payments due without recourse by the Successful Proposer until all documentation is delivered to the Miami DDA Executive Director or designee.

The Successful Proposer shall have no recourse or remedy from any termination made by the Miami DDA except to receive and retain the fees, earned as compensation for the services that were performed in complete compliance with the Contract, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will have, against the Miami DDA, its officials or employees. The Successful Proposer has voluntarily acknowledged the applicability of this Section by submitting a response to this solicitation.

The Successful Proposer shall have the right to terminate this Contract, in writing, for cause following breach by the Miami DDA, if breach of contract has not been corrected within sixty (60) calendar days from the date of the Miami DDA's receipt of a written statement from the Successful Proposer specifying the Miami DDA's breach of its duties under this Contract. Successful Proposer shall give the Miami DDA prior written notice in the manner provided herein specifying the Miami DDA's breach and afford the Miami DDA sixty (60) calendar days to cure.

## 1.19 Governing Law, Venue, Attorneys' Fees

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Contract, or arising out of this Contract, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorneys' fees.

### Section 3.0 DESCRIPTION OF SERVICES/SCOPE OF WORK

## 3.1 Scope of Work

The Miami DDA is seeking to establish a 'pool' or group of qualified firms to provide, AS NEEDED, a full range of video production services as specified herein, from a source(s), fully compliant with the terms, conditions, and stipulations of the Solicitation, including, but not limited to:

### A. Pre-Production:

The qualifying firm(s) shall have experience with all aspects of indoor and outdoor production; inclusive of diversity when casting talent; provide talent for voice-over or live moderation; music selection (licensing existing or original compositions); lifestyle, aerial, and drone videography; imagery captured through aerial and drone photography; video cameras; still photos; and computer-produced renderings.

- In collaboration with the Miami DDA staff, the firm(s) will:
  - o Arrange and schedule interviews with select 'talent' participants as needed.
  - Scheduling to be determined.
  - Help establish shot lists for required shots.
- Detailed storyboards for each concept should be provided to the Miami DDA for approval.
- All videos should have a cohesive feeling, mood, and quality.
- All videos should NOT have an identical look and style. Variations in look, tempo, scenery, and emotions are expected.
- Conduct the shoots as efficiently as possible. Two full days or less of shooting is all that should be needed per video concept.
- No microphones should be seen (except if part of the scene).
- Artificial lighting must be masked to appear natural.
- Talent should have lighting adjusted to their unique skin tones.
- No subcontractors are allowed without prior Miami DDA approval.
- The 'talent' in these videos are not to be professional paid actors.
  - Experience with casting for multiple audiences.

### B. Video Editing/Post-Production:

The qualifying firm(s) shall have the capabilities to edit videos and provide in various formats and lengths upon request. The technical specifications for the editing process are:

- All music shall be in stereo.
- Final deliverable formats equal to or greater than 4K resolution.
- Post the first rough cuts to YouTube, Vimeo, Dropbox, WeTransfer or other equal video viewing service for the Miami DDA staff to review.
- Make changes as needed or requested to the rough cuts.
- Edit the Final version of all videos.
  - Action disclaimer to begin the video.
  - Closed captioning or subtitling.
  - All images shall have color correction, so each scene looks consistent.
  - All audio is mixed and equalized, so voices are clear and easy to understand.

- All images are within ACES (Academy Color Encoding System) which allows for color accuracy.
- The ability to broadcast live and in high definition.
- Deliver all raw camera video and audio, final videos, and other media at no additional cost to the Miami DDA on hard drives, flash drives, or comparable storage devices compatible with MAC and Windows programs.

### C. Miscellaneous:

Such other services as may be required in video production that are not specifically mentioned in the scope; including, but not limited to, distribution, additional editing, revisions, etc.

All graphics, logos, videos, photography, branding may be utilized by the Miami DDA and/or its partners. The Miami DDA shall retain ownership of any and all graphics, logos, videos, photography, branding materials and may make such material including broll available to its stakeholders.

## 3.2 Projects

The Miami DDA is seeking qualified firms that have experience producing videos showcasing infrastructure development, quality of life and economic development sector such as finance, technology, innovation, and real estate as well as tourism. The qualifying firm(s) shall have capabilities to produce videos that will introduce, reintroduce and welcome everyone into Miami, whether for special events like the Super Bowl, doing business, vacation, reacquaint the locals with the urban core, and reminding everyone that Miami is OPEN and ready for their safe return to the Magic City. This video will showcase the various cultures and populations which have led to the diversification of the economy and lifestyle.

### Section 5.0 QUALIFICATIONS SUBMITTAL/REQUIREMENTS

## 5.1 Executive Summary

A signed and dated summary of not more than two (2) pages containing an Executive Summary, describing elements contained within Proposer's proposal, including such factors as Professional Experience and Qualifications, Reputation, Financial Responsibility, and both Fiscal and Marketing Plans. Proposer shall specifically indicate the type of video production services proposed. The Executive Summary shall also include the Proposer's proposed operation for this Venue. and shall include the address; length of time in business; type of business organization (i.e. corporation, limited liability company, partnership, etc.); size of company (including total number of employees and annual gross revenue); Names of persons responsible for operations; Pending mergers, if any (if none, so state in response); and Ownership.

## 5.2 Proposer Profile

Provide the following information regarding your firm. If you intend to subcontract some of the proposed work to another firm, same information should be provided for each subcontractor/subconsultant.

- Provide a brief history of your firm, including the year it was established.
- Provide the names and curriculum vitae of your firm's principals. Indicate the amount of involvement the principal(s) will have on this account.
- Provide a list of ongoing contracts/project with their current status and projected termination dates.
- Provide an organizational chart.
- Provide relevant work samples.

## 5.3 Proposer's Experience, Past Performance, and Approach

Provide the following information regarding your firm:

- Projects: Provide a detailed description of two (2) to three (3) projects which the Proposer has either ongoing or completed within the past three (3) years. The description is not to exceed two (2) pages in total. Where possible, list and describe those projects performed for similar size public or private entities and any work performed for the Miami DDA. Please specify whether each project is completed or ongoing. The description should identify for each project:
  - 1. The client,
  - 2. A description of the project,
  - 3. The duration of the project,
  - 4. The contact person and phone number of the client for reference, and
  - The results/deliverables of the project. Link to each video project (minimum 3) for viewing via YouTube, Vimeo, Dropbox, WeTransfer or other equal video viewing service for the Miami DDA staff to review.

## 5.4 References

Provide names, addresses, phone numbers <u>and</u> email addresses of three (3) references that would be capable of explaining and confirming the firm's capacity to successfully complete the scope of work outlined herein.

### Section 6.0 EVALUATION AND SELECTION PROCESS

### 6.1 Introduction

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation Committee, consisting of three (3) or more members, appointed by the Executive Director of the Miami DDA. The committee will be comprised of the appropriate Miami DDA Board members, staff and/or members of the community.

Please note that proposals shall be inspected by the Miami DDA staff for responsiveness and responsibility prior to evaluation. A proposal may be deemed non-responsive if it is not submitted in the required format or is not complete. Only those proposals deemed responsive and responsible shall receive further consideration.

The Miami DDA reserves the right to accept or reject, any or all submittals. It also reserves the right to investigate the financial capability, reputation, integrity, skill, and quality of performance for similar operations of each respondent.

## 6.2 Proposal Evaluation

The Evaluation Committee shall first evaluate and then rank responsive and responsible proposals based on the criteria listed below. The maximum score per proposal is 100 points. Each Evaluation Committee member shall award up to 100 points per proposal. The final score shall be an average (mean) of the scores awarded by all Evaluation Committee members. A Proposer may receive the maximum points or a portion of this score depending on the merits of its proposal as judged by the Evaluation Committee.

The factors outlined below shall be applied to all eligible proposals. All references will be subject to appropriate evaluation.

CRITERIA	POINTS			
Quality of Submittal Strategic Outline	20			
Firm Experience and Diversity of Work Product	20			
Qualifications of Firm and Professional Staff	20			
References/Client Satisfaction	10			
Deliverables (Past Work)	30			
TOTAL POINTS				
Local Preference (Bonus)	5			

Upon completion of the evaluation, rating and ranking, Respondents to this RFQ that rank higher than 70 of 100 points (71 points or higher) shall be added to the Video Production Services Pool.

The Miami DDA may award contracts to vendors in the Video Production Services Pool based on an informal, quick turnaround process by which the Miami DDA requests a proposal and quote for a specific

scope of work. The Miami DDA shall procure the best rated proposal providing the highest quality of service at the best rate to the Miami DDA for any such given project.

## **COVER SHEET**

is made
nitting an
collusion
sign for
(

# CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF	)		
	) SS:		
COUNTY OF	)		
I HEREBY CERTI	FY that a meeting of the Board of Di	virectors of the	,
a corporation existing unde	r the laws of the State of	, held a meeting	
20, at which the follow	wing resolution was duly passed and	d adopted:	
20, and submitted to	thorized to execute the Response the Miami DDA and that this certif	, as Presiden se dated ficate of authority and the execution porate Seal affixed, shall be the official	thereof,
deed of this Corporation."			
I further certify that	t said resolution is now in full force a	and effect.	
	HEREOF, I have hereunto set my _ , day of , 20	y hand and affixed the official seal _ ·	I of this
Secretary:			
(SEAL)			

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

# CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE	OF			)													
				) SS	:												
COUNT	ΓY OF			)													
		I	HEI	REBY	Cl	ERTIFY	' tha	at a	а	meetii	ng	of	the	Pai	rtners	of	the
organize	ed and	exis	sting 20	under	the _ , the	laws o	of the	State	of n was	s duly	pass	ed ar	ıd ado	pted:		, hel	— d on
"RESOL	VED, t	hat, _					, as						_ of th	e Par	tnershi	p, is he	ereby
authorize	ed to e	xecut	te the	Resp	onse d	dated _						, 20_		_ , an	ıd subr	nitted t	o the
Miami I	DDA a	and	that	this	certifi	cate o	f auth	ority	and	the	exe	cution	n the	eof,	attest	ed by	the
							sha	all be	the c	fficial	act a	nd de	ed of	this P	artner	ship."	
			•			lution is								•			
20	IN VVII	NES	S WF	HERE(	OF, I	have h	ereunto	set	my r	iand t	his _		day o	† <u></u>			,
Secreta	ary:																
(SEAL)																	

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

# CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)

STATE OF	:	)								
		) SS:								
COUNTY	OF	)								
1	HEREBY	CERTIFY	that	а	meeting	of	the	Principals	of	the
organized	and existing u	nder the laws o	of the S	tate of						 , held
a meeting	on		, 2	20 , a	at which the	followin	g resol	ution was duly	passe	d and
adopted:										
"R	ESOLVED, th	at,					_, as _			of
the Joint V	enture is hereb	y authorized to	execut	e the F	Response dat	ted,			, 2	20
, and subm	nitted to the Mi	ami DDA and t	hat this	certific	ate of autho	rity and	the exe	ecution thereof	f shall b	e the
official act	and deed of th	is Joint Ventur	e."							
l fu	urther certify th	nat said resoluti	ion is no	ow in fu	ıll force and	effect.				
IN	WITNESS W	HEREOF, I ha	ve here	eunto s	et my hand	this	day	of		,
20										
Secretary:										
				_						
(SEAL)										

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

# CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

STATE	OF			)										
COUNT	Y OF	)	SS:	)										
I HEREI	BY CER	TIFY	that as	an indi	ividua	ıl, I								
								(Name	of Ind	lividua	ıl)			
			an	d as a	d/b/a	(doing bu	ısiness	as)						
											(if a	applica	able)	
					e	xist unde	r the la	ws of th	he Sta	ate of	Florid	la.		
	"RESOL	LVED	. that.										, as an i	ndividual
and/or	d/b/a	(if	applio	able),	is	hereby	auth	orized	to	exec	cute	the	Response an individua	dated,
•		•				te of auth deed of th	•			ion the	ereof,	attest	ed by a Nota	ry Public
	I further	certi	fy that s	said res	olutio	on is now	in full f	orce an	nd effe	ect.				
this _						e hereun _ , 20		ny hand	l and a	affixed	d the	official	seal of Nota	ry Public
NOTAF	RY PUBI	LIC: _												
Commi	ission No	0.:												
I perso	nally kno	ow th	e indivi	dual/do	not k	now the	individu	ıal (Ple	ase C	ircle)				
					[	Oriver's L	cense	#					_	
(SEAL)	)													

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

### INDEMNIFICATION AND INSURANCE

## **INDEMNIFICATION**

Successful Proposer(s) shall indemnify, defend and hold harmless the Miami DDA, the City, and each of their officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorneys' fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or nonperformance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer(s) or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Successful Proposer(s) to comply with any of the provisions in the Contract or the failure of the Successful Proposer(s) to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer(s)'s liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer(s) further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer(s)'s performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer(s) or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer(s) further specifically agrees to indemnify, defend and hold harmless the Indemnitees from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnitees. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability. These duties shall survive the cancellation or expiration of the Contract.

Ten dollars (\$10.00) of the payments made by the Miami DDA constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt of which the Successful Proposer acknowledges sufficiency of voluntarily and knowingly.

The Successful Proposer(s) shall furnish to Miami DDA, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

### I. COMMERCIAL GENERAL LIABILITY

A. Limits of Liability

Bodily Injury and Property Combined Single Limit

Each Occurrence \$1,000,000.00
General Aggregate Limit \$2,000,000.00
Personal and Adv. Injury \$1,000,000.00
Products/Completed Operations \$1,000,000.00.

### B. Endorsements Required

Miami DDA included as an Additional Insured

Contingent and Contractual Liability

Waiver of Subrogation Premises/Operations

Primary Insurance Clause Endorsement

### II. AUTOMOBILE BUSINESS

A. Limits of Liability

Bodily Injury and Property Damage Liability

**Combined Single Limit** 

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000.00

### B. Endorsements Required

Miami DDA included as an Additional Insured

Employees included as insured

Waiver of Subrogation

## III. WORKER'S COMPENSATION

Limits of Liability

Statutory-State of Florida

### IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim \$1,000,000.00 General Aggregate Limit \$1,000,000.00

Retro Date Coverage

The Miami DDA and the City of Miami required to be listed as additional insured. **BINDERS ARE UNACCEPTABLE.** 

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer(s).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: MIAMI DDA RFQ NUMBER AND/OR TITLE OF RFQ MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer(s) of liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer(s).

- **--If insurance certificates are scheduled to expire** during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the Miami DDA at a minimum of ten (10) calendar days in advance of such expiration.
- --In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Miami DDA shall:
- A) Suspend the Contract until such time as the new or renewed certificates are received by the Miami DDA in the manner prescribed in the RFQ.
- B) The Miami DDA may, at its sole discretion, terminate the Contract for cause and seek reprocurement damages from the Successful Proposer(s) in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that they have read the above information and agrees to comply with all the above Miami DDA requirements.

Proposer: _		Signature:					
•	(Company name)						
Date:		Print Name:					

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

## **LOCAL OFFICE LOCATION AFFIDAVIT**

Please type or print clearly. This within the corporate limits of the		mpleted in full, signed and notarized <u>ONLY</u> if your office is located
Logal Name of Firms		
Legal Name of Firm: Entity Type: (check one box only)	Partnership	Sole Proprietorship Corporation
Corporation Doc. No: Date of Issuance:	Date Established:	Occupational License No:
Office Location:		
PRESENT Street Address:		
City:	State:	How long at this location:
PREVIOUS Street Address:		
City:	State	How long at this location:
corporate limits of the City of Mia	<b>mi.</b> y, that the office locatio	n of our firm has not been established with the sole purpose of obtaining by this section.  Authorized Signature
		Print Name
(Corporate Seal)		Title
		Authorized Signature
		Print Name
(Must be signed by the corporate se proprietorship or all partners of a join		Title on or one (1) general partner of a partnership or the proprietor of a sole
STATE OF FLORIDA, COUNTY OF [] Personally known to me; or Subscribed and Sworn before me th [] Produced identification:		ent thisday of
Notary Public, State of Florida	My Com	mission expires (Seal)
Printed name of Notary Public		

Please submit with your bid copies of the occupational license and professional and/or trade license to verify local status. The Miami DDA also reserves the right to request a copy of the corporate charter, corporate income tax filing return and any other documents(s) to verify the location of the firm's office location.

### **DEBARMENT AND SUSPENSION**

### (a) <u>Authority and requirement to debar and suspend:</u>

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the Executive Director/Chief Procurement Officer, after consultation with the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of any Miami DDA contracts. The debarment shall be for a period of not fewer than three (3) years. The Executive Director shall also have the authority to suspend a contractor from consideration for award of Miami DDA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Executive Director/Chief Procurement Officer, the City Attorney, and the Miami DDA Board of Directors.

## (b) Causes for debarment or suspension include the following:

- Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
- 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- 3. Conviction under state or federal antitrust statutes arising out of the submission of bids or responses;
- 4. Violation of contract provisions, which are regarded by the Executive Director/Chief Procurement Officer to be indicative of non-responsibility. Such violation may include, but is not limited to, failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
- 5. Debarment or suspension of the contractual party by any federal, state, or other governmental entity;
- 6. False certification pursuant to paragraph (c) below; or
- 7. Any other cause judged by the Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing Miami DDA contracts.

### (c) Certification:

All contracts for goods and services, sales, and leases by the Miami DDA shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

Company name:	
Signature:	
Date:	

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

NO CONFLICT OF I	NTEREST, NON-COLL	USION CERTIFIC	CATION	
Submitted this da	y of	, 20		
other person has any inte	rest in this Bid/Response or or arrangement with any o	in the Contract to w	hich this Bid/Response	oonse are named herein; that no pertains; that this Bid/Response in every respect fair and made in
	ntractual relationship between			DA document for the purpose of DA, for the performance of all
The Bidder/Proposer stat	es that this Bid/Response is	based upon the doc	uments identified by the	e following number: Bid/RFQ No.
The full names and reside	ences of persons and firms i	nterested in the fore	going Bid/Response, as	principals, are as follows:
Individual/Firm Name	Street Address	City	State	Zip
				·
that, to the best of its kno	wledge and belief, no Comm	nissioner, Mayor, or	other officer or employe	rter of the City of Miami, Florida, se of the City of Miami, Florida or job, work or service to which the
Signature				
Printed Name				
Title				
Company Name	e			

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

## **RFQ TIMETABLE**

RFQ Available to Public	February 1, 2021
Deadline for Receipt of Questions	February 15, 2021 at 5:00 PM
Voluntary Pre-Bid Conference Call	February 22, 2021 at 3:00 PM
Submittal Deadline	March 1, 2021 at 5:00 PM
Evaluation of Proposals	March 1, 2021 – March 12, 2021
Firm Selections	March 26, 2021

### Section 2.0 RFQ OVERVIEW

## 2.1 RFQ Objective

The Miami Downtown Development Authority ("Miami DDA") of the City of Miami, Florida ("City") is seeking to create a pool of pre-qualified vendors for the provision of video production services to represent the Miami DDA ("Services"), on an as needed basis. The Miami DDA intends to utilize these videos to promote the Miami DDA both domestically and internationally.

The Miami DDA is seeking to expand the utilization of these services for commercials to promote Downtown Miami at:

- Presentations
- Conferences
- Community Events
- Events
- Online Viewing
- Social Media

## 2.2 The Miami Downtown Development Authority

Downtown Miami has emerged as one of the country's fastest growing urban centers, a product of the vertical development and increasing demand for urban living never before seen in Miami.

The Miami DDA is an independent agency of the City, focused on improving the quality of life for stakeholders, residents, and visitors in Downtown Miami through business development, infrastructure and capital improvements, and the provision of services. Through its programs and initiatives – as well as its partnerships – the Miami DDA is strengthening Downtown Miami's position as an international center for business, commerce, culture, and tourism.

Powered by the support of City stakeholders, residents, and an active 15-member board of directors, the Miami DDA is the pulse for Downtown Miami's ongoing transformation.

As part of its services the Miami DDA has taken the lead promoting Downtown Miami to businesses, investors and visitors. The Miami DDA is principally funded by .4681 mils on the dollar value of private properties within its district, which currently generates approximately Nine Million Dollars (\$9,000,000.00) to the Miami DDA annually. The Miami DDA also receives grants and inter-local government contracts, which provides additional funding for Miami DDA projects.

The Miami DDA applies its internal resources and consultants, to lead or enable the execution of coordinated marketing, research, service delivery and other programs throughout Downtown Miami. In this role, Miami DDA performs services and/or provides management oversight in the following areas:

- Strategic Planning
- Market Research
- Marketing

- Business Assistance and Recruitment
- Clean and Safe Programs
- Capital Improvement Projects
- Community Building
- Land Use and Transportation Planning
- Economic Programming and Business Recruitment

For more information please visit the Miami DDA website <a href="www.miamidda.com">www.miamidda.com</a>. You may also review the 2025 Downtown Miami Masterplan and the Miami DDA Annual Report. Both documents are available and can be downloaded from the website.

### 2.3 Pre-Proposal Conference

A Virtual Voluntary Pre-Proposal Conference will be held on February 22, 2021 @ 3:00 P.M. via Zoom. The Zoom call-in information will be shared via BidSync. A discussion of the requirements of the Solicitation will occur at that time. Each potential Proposer is required, prior to submitting a Proposal, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. All questions and answers affecting the scope of work/specifications of the RFQ will be included in an addendum, that will be shared through BidSync. following the Pre-Proposal Conference. Because the Miami DDA considers the Pre-Proposal Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

## 2.4 Deadline For Receipt of Request for Additional Information/Clarification

Any questions or clarifications concerning this solicitation shall be submitted via BidSync. All questions must be received by no later than Monday, February 15, 2021 at 5:00 P.M. All responses to questions will be shared via BidSync in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** 

### 2.5 Term of Contract

- (1) The Contract shall commence upon the date of notice of award and shall be effective for an initial period of two (2) years with automatic annual extensions until the Miami DDA deems it in the best interest to issue a new solicitation.
- (2) The Miami DDA, at its sole discretion, will have the option to extend or terminate the Contract. Continuation of the Contract beyond the initial period is the prerogative of the Miami DDA; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the Miami DDA.

### 2.6 Method of Award

Award will be made to all responsive, responsible Proposer(s) who meet or exceed the minimum qualifications; these Proposers shall be placed on a list of pre-qualified Contractors who will be contacted from time to time to provide written quotations for projects.

At the sole discretion of the Miami DDA, additional vendors may be added to the list at any time, to maintain sufficient names and to ensure competition. The Proposers seeking pre-qualification on the List shall be required to meet the minimum requirements. The Miami DDA reserves the right to increase the number of Contractors as it deems in its best interest so as to obtain the most competitive rates at time of need.

### 2.7 Work Order Process

Membership in the Pool is a pre-requisite for obtaining work on potential projects issued through the Pool. However, there is no guarantee that any or all Pool members will obtain work orders through this process. After selection into the Pool, members will participate in a work order process. When projects arise, the Miami DDA will prepare a scope of work and provide Pool members, with information regarding the selection process and response requirements, potentially to include written proposals, and oral presentations if necessary. Recommendations for competitive awards will be made generally based on quality and/or price and submitted to the Executive Director or designee's review and consideration. The Miami DDA reserves the right to develop an alternative, streamlined process for awarding work orders.

The Miami DDA reserves the right to award individual work orders on a fixed price basis and it is anticipated that most work orders will be awarded in this manner. Additionally, submittal of hourly rates shall in no way preclude the Miami DDA from negotiating for lower hourly rates for specific work orders. The Miami DDA may award a Work Order on the basis of initial offers received, without discussion. However, the Miami DDA reserves the right to enter into negotiations with the recommended Pool member. If the Miami DDA and the recommended Pool member cannot negotiate a successful agreement, the Miami DDA may terminate said negotiations and begin negotiations with the next Pool member. This process may continue until a Work Order has been issued or all Pool members who competed have been rejected. No Pool member shall have any rights against the Miami DDA arising from such negotiations.

Selected Pool members are in no way restricted from responding to other Miami DDA solicitations falling outside the Pool.

## 2.8 Minimum Qualification Requirements

Each firm interested in responding to this RFQ must provide the information on the firm's qualifications and experience, qualifications of the Project team, Project Manager's experience, and previous similar projects. Submittals that do not respond completely to all requirements as stated in Section 5.0 of this document shall be considered non-responsive and eliminated from the process.

### 2.9 Evaluation/Selection Process and Contract Award

The procedure for response evaluation, selection and award is as follows:

- (1) Solicitation issued;
- (2) Receipt of responses;
- (3) Opening and listing of all responses received;
- (4) Procurement staff will review each submission for compliance with the submission requirements of the solicitation, including verifying that each submission includes all documents required;
- (5) An Evaluation Committee ("Committee"), appointed by the Executive Director, comprised of appropriate Miami DDA staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this solicitation and based upon the evaluation criteria as specified herein;
- (6) The Evaluation Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Evaluation Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Evaluation Committee and shall be recorded;
- (7) The Evaluation Committee reserves the right to rank the proposals and shall make its recommendation to the Executive Director requesting the authorization to negotiate. No Proposer(s) shall have any rights against the Miami DDA arising from such negotiations thereof;
- (8) The Executive Director reserves the right to reject the Evaluation Committee's recommendation to negotiate, and instruct the Evaluation Committee to re-evaluate and make another recommendation, or reject all proposals. No Proposer(s) shall have any rights against the Miami DDA arising from such termination thereof:
- (9) If the Executive Director accepts the Evaluation Committee's recommendation to negotiate, Procurement and the Senior Manager will negotiate a final contract with the Successful Proposer, and submit a recommendation to award a contract (s) to the Executive Director;
- (10) The Executive Director shall then submit their award recommendation and negotiated contract (s) to the Miami DDA Board of Directors for approval. Written notice shall be provided to all Proposers.
- (11) After reviewing the Executive Director's recommendation, the Board of Directors may:
  - Approve the Executive Director's award recommendation and negotiated contract(s);
  - 2. Reject all proposals; or
  - 3. Reject all proposals and instruct the Executive Director to reissue a solicitation.

The decision of the Miami DDA Board of Directors shall be final. Written notice of the award shall be given to the Successful Proposer.

## 2.10 Changes/Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

### 2.11 Primary Client

The selected proposer(s) agree upon award of any Work Order as a result of this Solicitation that the Miami DDA shall be its primary client and shall be serviced first during a schedule conflict arising between this

contract and any other contract selected proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms, epidemics, or any other public emergency impacting various areas during or approximately the same time.

### 2.12 Termination

#### A. FOR DEFAULT

If Successful Proposer(s) defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the Executive Director may terminate this Contract, in whole or in part, upon written notice without penalty to the Miami DDA. In such event the Successful Proposer(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer(s) was not in default or (2) the Successful Proposer(s) failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Miami DDA.

### B. FOR CONVENIENCE

The Executive Director may terminate this Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interest of the Miami DDA. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Miami DDA the Successful Proposer(s) will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the Miami DDA shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### 2.13 Additional Terms and Conditions

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the Miami DDA and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the Miami DDA will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

## Section 7.0 RFQ RESPONSE FORMS AND PROPOSAL CHECK LIST

The following Attachments must be submitted with your Proposal. Failure to submit with Proposal shall deem your Proposal non-responsive. All Forms must be printed, completed/signed, scanned, and uploaded to your proposal in BidSync.

This checklist is provided to help you conform to all form/document requirements stipulated in this RFQ and attached herein.

_		CHECKI	LIST
Сом	PLETED:		
	Yes	7.1	RFQ Cover Sheet
			This form <i>must be completed, signed, and returned</i> with Response.
	Yes	7.2	Certificate of Authority, to be completed, signed and returned with Response.
			Complete applicable form only.
			7.3.1. Certificate of Authority (If Corporation)
			7.3.2. Certificate of Authority (If Partnership)
			7.3.3. Certificate of Authority (If Joint Venture)
			7.3.4. Certificate of Authority (If Individual)
	Yes	7.3	Insurance Requirements
			Acknowledgment of receipt of information on the insurance requirements for this RFQ. (must be signed)
	Yes	7.4	Primary Office Location Affidavit, if applicable.
	Yes	7.5	Debarment and Suspension Certificate (must be signed).
	Yes	7.6	Conflict of Interest, if applicable.
	Yes	7.7	Complete Response with all required documentation: Includes all requirements as listed in Section 3.0 Response Submittal/Requirements and takes into consideration the evaluation criteria outlined in Section 6.0 Evaluation/Selection Process.

### Section 4.0 INSTRUCTIONS TO PROPOSERS

## 4.1 Obtaining the RFQ

The Miami DDA is following the City of Miami's ("City") process of utilizing its new eProcurement system, "BidSync" (now known as Periscope Supplier to Government or Periscope S2g) from Periscope Holdings. BidSync provides web-based services to the vendor community that will make it easier to view and electronically respond to solicitations from the City of Miami ("City") and the Miami DDA.

As the City of Miami ("City"), the Miami DDA will no longer accept hard copy submissions of bids/proposals in response to Procurement's formal solicitations. The Miami DDA will only accept and consider bids/proposals submitted through BidSync for all of Miami DDA's solicitations, going forward, unless otherwise specified in the solicitation documents.

Vendors must be registered on the BidSync platform to participate in these solicitations. Registration is FREE.

This RFQ will be available to the public via BidSync effective February 1, 2021.

### 4.2 Communications

The Miami DDA staff will communicate with potential Proposers regarding this RFQ only with regard to matters of process and procedure already contained in this RFQ document. Except for public hearings and scheduled presentations, contact with the Miami DDA regarding this RFQ or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications through BidSync until such time as when notice of the recommendation for award by the Executive Director.

All questions or requests for additional information <u>must be asked and answered through BidSync</u>. Answers to all questions will be communicated through BidSync in form of an addendum.

### 4.3 Submittal Format

Proposers shall carefully follow the format and instructions outlined herein, observing format requirements where indicated. Proposals should contain the information itemized herein, and in the order indicated, as applicable. Proposals submitted without including the information itemized herein may be deemed non-responsive and may not be considered.

All proposals shall be submitted through the City of Miami's ("City") BidSync eProcurement platform, and in accordance with Section 5, "Qualifications Submittal/Requirements", no later than the date and time indicated within the RFQ, in order to be considered. Faxed documents are not acceptable. Emailed submissions are not acceptable. Hardcopy submissions are not acceptable. Proposals must be timely submitted through BidSync, or the proposal will be disqualified. Untimely or misdelivered proposals will not be considered. **NO EXCEPTIONS**.

## 4.4 Delivery and Deadline

All proposals shall be submitted through the City of Miami's ("City") BidSync eProcuremnet platform, and in accordance with Section 5, "Qualifications Submittal/Requirements", by March 1, 2021 5:00 P.M., in order to be considered.

Faxed documents are not acceptable. Emailed submissions are not acceptable. Hardcopy submissions are not acceptable. Proposals must be timely submitted through BidSync, or the proposal will be disqualified. Untimely or misdelivered proposals will not be considered. **NO EXCEPTIONS**.

## 4.5 RFQ Timetable

RFQ Available to Public	February 1, 2021
Deadline for Receipt of Questions	February 15, 2021 at 5:00 PM
Voluntary Pre-Bid Conference Call	February 22, 2021 at 3:00 PM
Submittal Deadline	March 1, 2021 at 5:00 PM
Evaluation of Proposals	March 1 – March 12, 2021
Firm Selections	March 26, 2021

## Question and Answers for Solicitation #20-21-02 - Provision of Video Production Services

## **Overall Solicitation Questions**

There are no questions associated with this Solicitation.

Question Deadline: Feb 15, 2021 5:00:00 PM EST