



**Request For Qualifications
For Public Relations Firm**

RFQ No. 16-17-01

Alyce M. Robertson, Executive Director

**Submissions are due no later than
February 16th, 2017**

**At
5:00 P.M.**

**Downtown Development Authority
200 South Biscayne Blvd.
Suite 2929
Miami, Florida 33131**

SUBMITTALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. SUBMITTALS RECEIVED AFTER THE FIRST SUBMISSION HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO DDA ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. DDA IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. LATE OR MISDELIVERED PROPOSALS SHALL NOT BE CONSIDERED.

**Miami Downtown
Development Authority**

**REQUEST FOR QUALIFICATIONS
FOR PUBLIC RELATIONS FIRM**

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REQUEST FOR QUALIFICATIONS

REGISTRATION FORM

This form will be used to communicate information with respect to questions and addenda as needed. **Please fill out and email to tomasi@miamidda.com or fax to 305-371-2423, Attn.: Prisca Tomasi.** If we do not receive a form, there is a risk that you will not receive important information.

Name of Applicant: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-Mail: _____

Section 1.0 OVERVIEW

1.1 RFQ Objective

The Downtown Development Authority of the City of Miami, Florida ("Miami DDA") is seeking a qualified public relations firm to represent the Miami DDA ("Project"). The qualifying firm may perform a range of potential duties including:

- Miami DDA organization media relations strategies
- Crisis communications
- Media relations for Downtown Miami community events, projects and stakeholders
- Development and execution of media strategies that market Downtown Miami as a destination
- Social Media Management

1.2 The Miami Downtown Development Authority

The Miami DDA, founded in 1965, is a public, quasi-independent agency of the City of Miami and a non-profit business organization that strives to develop Miami's downtown area as the most livable urban center in America, making it the preferred international destination for commerce, culture, tourism, and urban living.

The vision of the Miami DDA is to grow, strengthen and promote the economic health and vitality of Downtown Miami. As an independent agency of the City, the Miami DDA advocates, facilitates, plans and executes business development, planning and capital improvements and marketing and communication strategies.

A 15-member Board of Directors composed of downtown business and property owners confirmed by the City of Miami Commission oversees the Miami DDA. The Miami DDA is principally funded by a one-half mil tax on the dollar value on private properties within its district, which currently generates approximately \$5 million to the Miami DDA annually. The Miami DDA also receives grants and inter-local government contracts, which provides additional funding for Miami DDA projects.

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

Section 2.0 SCOPE OF WORK

The public relations firm's work scope may include, but not be limited to, the following tasks:

- Media relations for Downtown Miami community events, projects and stakeholders
- Monitor and manage all media inquiries
- Compilation and maintenance of PR materials and clippings
- Coordinate media strategies with Miami DDA staff and Board
- Development and execution of crisis communication as necessary
- Writing of press releases
- Writing of articles, advertorials and op-ed pieces
- Organize media and familiarization tours
- Maintain calendar listings in key media
- Generate opportunities for Miami DDA Board/Staff speaking engagements
- Development and implementation of social media strategy
- Development and execution of communication strategy for Spanish-language media
- Development and execution of media strategy to communicate Miami DDA's initiatives and to market Downtown Miami as a destination.
- Requirement of attendance at Marketing Committee, Miami DDA Board meetings and other meetings as necessary.
- Media training for staff as necessary.

The qualified public relations firm may be required, at the request of the client, to submit a specific proposal including assigned staff, account manager, account representative, scope of work, and cost estimates. This information may be included in the preparation and execution of professional services agreement or contract or for their services.

Section 3.0 QUALIFICATIONS SUBMITTAL / REQUIREMENTS

The Miami DDA requests (1) one original and (10) ten copies of a Statement of Qualifications (See Section 5.3 “Submittal Format” for details). Please include the following information with your response.

3.1 Letter of Interest and Executive Summary

Attach a letter of interest that explains your firm’s interest in working on this Project. Include an “Executive Summary” which explains your firm’s qualifications and experience as they pertain to this particular Project. Also, include the names and titles of the persons who will be authorized to make representations for the Proposer.

3.2 Proposer Profile

Provide the following information regarding your firm. If you intend to subcontract some of the proposed work to another firm, similar 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 the curriculum vitae of the team leader that will have the primary responsibility of managing the day-to-day oversight of this account. Include curriculum vitae on other key personnel that will work on this project.
- Provide a list of ongoing contracts/project with their current status and projected termination dates.
- Provide an organizational chart.
- Provide most recent annual report and related informational brochures.
- Provide relevant work samples.

3.3 Proposer's Experience, Past Performance, and Approach

Provide the following information regarding your firm:

- *Past Performance:* Describe the firm’s past performance and experience
- *Firm Strengths:* Describe the firm’s strengths and approach in the following areas:
 1. Communications for a Destination
 2. National and International Media Relations
 3. Regional and Local Media Relations
 4. Social Media, Campaign Development and Execution
 5. Experience with Public Entities

- *Comparable Projects:* Provide a detailed description of 2 to 3 comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description is not to exceed 2 pages. 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 work
 3. The duration of project
 4. The contact person and phone number for reference
 5. The results/deliverables of the project

3.4 Strategic Approach

Proposer should prepare an outline for the proposed media approach, tailored for the Miami DDA and Downtown Miami as a destination. The outline should consider the unique role of the Miami DDA as an advocate, facilitator, planner and executor of strategies that strengthen Downtown's appeal as a livable city. Consideration should also be given to current local, national, state and local economic conditions.

3.5 References

Provide names, addresses, and phone numbers of up to 4 references that would be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

Section 4.0 RFQ GENERAL CONDITIONS

4.1 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, and 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, withdraw and/or re-advertise the RFQ.

4.2 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, the 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 by 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.

4.3 Contract Award and Miami DDA's Rights

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFQ, applicable City of Miami regulations and State Statute shall be awarded an opportunity to negotiate a contract ("Contract") with the Miami DDA. The Contract will be awarded and furnished by the Miami DDA, 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 will include several provisions, included but not limited to, indemnification, insurance requirements, audit rights, open 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, §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).

4.4 Cost Incurred By Proposers

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

4.5 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 responsibility.

4.6 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 in the back of this RFQ is to be completed by entities that have a City of Miami occupational license.

4.7 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 or any project(s) will be awarded to any firm(s).

4.8 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 3.0 of this document may be considered non-responsive and eliminated from the process.**

4.9 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.

4.10 Resolution of Protests

Any Proposer who perceives itself aggrieved in connection to this RFQ or award of the Contract may protest to the Executive Director: (i) within three days of issuance of the RFQ (if a protest of the RFQ solicitation); or (ii) within two days of the recommendation of the award by the Executive Director is received or known by the Proposer. A protest is limited to deviations from established selection/negotiation procedures set forth in the City of Miami Procurement Ordinance. 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 for funding.

The written protest must be timely delivered to the Executive Director within the time frame set forth herein. Late or mis-delivered protests cannot 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.

All protest 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. Protest shall comply with 18-104 of the City Code. The filing of a protest shall be a condition precedent to any other action challenging an award.

4.11 Review of Responses for Responsiveness


Each Proposal will be reviewed to determine if it is 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, which will assume good faith performance.

4.12 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.

4.13 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.



Section 5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ package can be obtained as of January 13th, 2017 by visiting, phoning, or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFQ is also available on Miami DDA's website: www.miamidda.com

Proposers who obtain copies of this Solicitation from sources other than the Miami DDA risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

5.2 Communications

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 until such time that the consultants have been approved by the Evaluation Committee.

All questions or requests for additional information must be asked and answered in writing by e-mail (preferable) at tomasi@miamidda.com, fax, or certified mail. To ensure that your request or question has been received, contact Prisca Tomasi at 305-579-6675 only to verify that the DDA is in receipt of your request. The request must contain the RFQ title, proposer's name, contact person name, address, phone number, and fax number. The DDA will respond in a timely manner. Any responses to such questions or requests shall be furnished to all potential proposers in the form of an addendum to this RFQ. The deadline for receipt of questions is February 6th, 2017.

Questions should be directed to:

Prisca Tomasi
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, Florida 33131
Tel.: (305) 579-6675
Fax: (305) 371-2423
Email: tomasi@miamidda.com

5.3 Submittal Format

All submittals must be on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. Hand written responses will not be accepted. The original document package must not be bound and the document package copies should be individually bound. An unbound one-sided original and 5 bound copies (a total of 6) of the complete submittal must be received by the deadline specified in this RFQ Timetable. The original and all copies must be submitted in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, RFQ title, and submittal due date to:

Alyce M. Robertson
Executive Director
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, FL 33131

5.4 Registration Form

Please fill out and return the registration sheet contained herein via fax to 305-371-2423 Attn. Prisca Tomasi. You may also send the information on the registration sheet via e-mail to tomasi@miamidda.com. The receipt of the registration sheet allows Miami DDA staff to log in proposers accurately and communicate addenda, and any other relevant information.

5.5 Delivery and Deadline

Hand carried submittals may be delivered to the above address **ONLY** between the hours of 9:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding holidays. Note that submittals are due at above address detailed in Section 5.3 on the date and at the time indicated in the timetable below. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. All submittals must be delivered to the Miami DDA by 5:00 p.m. on February 16th, 2017. Late and misdelivered submittals shall not be considered.

5.6 RFQ Timetable

RFQ Available to Public	January 13 th , 2017
Deadline for Receipt of Questions	February 6 th , 2017 at 5:00PM
Submittal Deadline	February 16 th , 2017 at 5:00PM
Evaluation of Proposals	February 20 th – 24 th , 2017
Oral Presentations (Optional)	February 27 th through March 3 rd , 2017
Firm Selection	March 17 th , 2017

Section 6.0 EVALUATION / SELECTION PROCESS

6.1 Introduction

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

Please note that proposals will be inspected by Miami DDA staff for responsiveness 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 will 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 under similar operations of each respondent.

6.2 Proposal Evaluation

The Evaluation Committee will first evaluate and rank responsive proposals 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 will 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 merit of its proposal as judged by the Evaluation Committee.

The factors outlined below shall be applied to all eligible proposals. Additional evidence of unique skills or relevant experience will also be considered. All references will be subject to appropriate evaluation.

CRITERIA	POINTS
Quality of Submittal Strategic Outline	30
Firm Experience and Diversity of Work Product	30
Qualifications of Firm and Professional Staff	25
References / Client Satisfaction	10
Local Preference	5
TOTAL POINTS	100

Upon completion of the evaluation, rating and ranking, the Committee **may choose to conduct oral presentation(s) with the Proposer(s)** which the Evaluation Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the Miami DDA; scores in clusters; significant breaks in scoring; and/or maintaining competition.

Section 7.0 RFQ RESPONSE FORMS AND CHECK LIST

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

COMPLETED:	CHECKLIST
<input type="checkbox"/> Yes	7.1 RFQ Registration Form This form <i>must be completed, signed, and faxed to 305-371-2423 or emailed to tomasi@miamidda.com</i> , Attn.: Prisca Tomasi.
<input type="checkbox"/> Yes	7.2 RFQ Cover Sheet This form <i>must be completed, signed, and returned</i> with Response.
<input type="checkbox"/> Yes	7.3 Certificate of Authority , to be completed, <i>signed</i> and returned with Response. <i>Complete applicable form only.</i> 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)
<input type="checkbox"/> Yes	7.4 Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFQ. <i>(must be signed)</i>
<input type="checkbox"/> Yes	7.5 Primary Office Location Affidavit, <i>if applicable.</i>
<input type="checkbox"/> Yes	7.6 Debarment and Suspension Certificate <i>(must be signed).</i>
<input type="checkbox"/> Yes	7.7 Conflict of Interest, <i>if applicable.</i>
<input type="checkbox"/> Yes	7.8 Complete Response <i>with all required documentation:</i> Includes all requirements as listed in <i>Section 3.0 Response Submittal / Requirements</i> and takes into consideration the evaluation criteria outlined in <i>Section 6.0 Evaluation / Selection Process</i> .

7.2 COVER SHEET

Please make this the first sheet of your application.

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Website: _____

I certify that any and all information contained in this RFQ is true; and I further certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer firm. Please print the following and sign your name:

Signature

Print Name/Title

Date

FORM 7.3.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____,
a corporation existing under the laws of the State of _____, held a meeting _____
____, 20____, at which the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Response dated, _____, 20____, to the Miami DDA and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this
_____, day of _____, 20____.

Secretary: _____

(SEAL)

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

FORM 7.3.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

organized and existing under the laws of the State of _____ , held on
_____, 20 _____ , the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and
is hereby authorized to execute the Response dated, _____ 20 _____ , to the Miami DDA and
this partnership and that his/her execution thereof, attested by the
_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Secretary: _____

(SEAL)

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

FORM 7.3.3

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____
organized and existing under the laws of the State of _____, held
a meeting on _____, 20____, at which the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint
Venture be and is hereby authorized to execute the Response dated, _____ 20____, to the
Miami DDA official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____

Secretary: _____

(SEAL)

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

FORM 7.3.4

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as) _____
(if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, _____, 20____, to the Miami DDA as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20_____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

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

7.4 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend and hold harmless the Miami DDA and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's 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 non-performance 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 Indemnities, 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 Indemnities, 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 Indemnities 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 Indemnities 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 Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

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
	General Aggregate Limit	\$2,000,000

Personal and Adv. Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

- B. Endorsements Required
 - Miami DDA included as an Additional Insured
 - Employees included as insured
 - Contractual Liability
 - Waiver of Subrogation
 - Premises/ Operations
 - Care, Custody and Control Exclusion Removed

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

- 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**

- Combined Single Limit
- Each Occurrence \$2,000,000
- General Aggregate Limit \$2,000,000
- Deductible- not to exceed 10%

The Miami DDA is required to be named 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 his 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 re-procurement 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.

7.5 LOCAL OFFICE LOCATION AFFIDAVIT

Please type or print clearly. This Affidavit must be completed in full, signed and notarized ONLY if your office is located within the corporate limits of the City of Miami.

Legal Name of Firm: _____

Entity Type: (check one box only)

☐ Partnership

☐ Sole Proprietorship

☐ Corporation

Corporation Doc. No: _____

Date Established: _____

Occupational License No: _____

Date of Issuance: _____

Office Location:

PRESENT Street Address: _____

City: _____

State: _____

How long at this location: _____

PREVIOUS Street Address: _____

City: _____

State: _____

How long at this location: _____

The intention of this section is to benefit local bona fide bidders/proposers to promote economic development within the corporate limits of the City of Miami.

I (we) certify, under penalty of perjury, that the office location of our firm has not been established with the sole purpose of obtaining the advantage granted bona fide local bidders/proposers by this section.

Authorized Signature

Print Name

Title

Authorized Signature

Print Name

Title

(Must be signed by the corporate secretary of a Corporation or one general partner of a partnership or the proprietor of a sole proprietorship or all partners of a joint venture.)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

☐ Personally known to me; or

Subscribed and Sworn before me that this is a true statement this _____ day of _____ 20____.

☐ Produced identification:

Notary Public, State of Florida

My Commission expires

(Seal)

Printed name of Notary Public

Please submit with your bid copies of Occupational License, 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.

7.6 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city 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 Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

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

1. 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 is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include 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 City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City 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

7.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 20__.

The undersigned, as Bidder/Proposer, declares that the only persons interested in this Bid/Response are named herein; that no other person has any interest in this Bid/Response or in the Contract to which this Bid/Response pertains; that this Bid/Response is made without connection or arrangement with any other person; and that this Bid/Response is in every respect fair and made in good faith, without collusion or fraud.

The Bidder/Proposer agrees if this Bid/Response is accepted, to execute an appropriate Miami DDA document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the Miami DDA, for the performance of all requirements to which the Bid/Response pertains.

The Bidder/Proposer states that this Bid/Response is based upon the documents identified by the following number: Bid/RFQ No. _____.

The full names and residences of persons and firms interested in the foregoing bid/Response, as principals, are as follows:

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this Bid/Proposal complies with Section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the City of Miami, Florida or the Miami DDA, has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the Bid/Proposal pertains.

Signature

Printed Name

Title

Company Name

RFQ No. 16-17-01 Public Relations Services
Addendum No. 2
Adjusted Timetable

5.6 RFQ Timetable

RFQ Available to Public	January 13 th , 2017
Deadline for Receipt of Questions	February 6 th , 2017 at 5:00PM
Submittal Deadline	February 16 th , 2017 at 5:00PM
Evaluation of Proposals	February 21 st , 2017 – March 1 st , 2017
Oral Presentations (Optional)	March 1 st , 2017 – March 7 th , 2017
Firm Selection	March 17 th , 2017

RFQ No. 16-17-01 Public Relations Services

Questions:

1. The RFQ mentions social media strategy. Will the firm in question also be expected to manage the entire social media communities of the DDA?

Yes.

2. We pride ourselves on being cross-cultural, meaning our ability to execute both general market, as well as Hispanic campaigns. Is that part of the remit?

Yes.

3. In terms of geography, is most of the outreach for local/regional audiences (as opposed to national or international)?

All of the above. Local, Regional, National and International.

4. Is there any budget parameter or guidance that you can provide?

Not at this time. This RFQ is based off of qualifications, not pricing.

5. How many firms have elected to participate?

6 firms have submitted the registration form to date and announced that they are interested in participating in this RFQ.

6. Is the Miami DDA seeking to hire simply ONE firm to provide all services outlined in Section 2.0 Scope of Work?

Yes.

7. Would the Miami DDA, in awarding this RFQ, consider splitting the work outlined in Section 2.0 Scope of Work between one or more respondents?

No.

8. Who are the 3 people on the evaluation committee? What is their background/qualifications in media and/or government sector communications?

The selection committee will be appointed on 2/17/17.

RFQ No. 16-17-01 Public Relations Services

9. What steps has the Miami DDA taken to ensure the neutrality of members of the evaluation committee?

The Miami DDA commits to fulfill our mission collaboratively, ethically and professionally, consistent with the Authority's public purpose.

10. Were the 3 members of the evaluation committee selected solely by the Miami DDA Executive Director or were their names voted on by the Miami DDA Board to perform this review?

As per section 6.1 on page 13 in the Request for Qualifications, the selection committee is appointed by the Executive Director of the Miami DDA.

11. Will any of the 3 people on the evaluation committee be disqualified from reviewing responses if it is determined they have a prior or current working or personal relationship with any of the responders? Has this already been addressed by the Miami DDA?

The Miami DDA commits to fulfill our mission collaboratively, ethically and professionally, consistent with the Authority's public purpose. With that all members of the selection committee will be professionals with high ethical standing. Any individuals with a conflict of interest will not serve on the selection committee.

12. At what point will the responses to the RFQ be available as a public record under FS 119 and can/will the state's new Trade Secrets exemption apply to any potential release of these public records?

Pursuant to Section 119.071(1)(a)(2), Florida Statutes, sealed bids, proposals, or replies received by the DDA pursuant to the current RFQ are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida Constitution until such time as the DDA provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If any of the records included in the submission constitute a trade secret as established under Section 815.045, Florida Statutes, they must be clearly labeled as a confidential trade secret prior to their submission in response to the RFQ. If the trade secret exemption is challenged, the Firm that claimed the exemption in its submission shall bear all costs and expenses associated with litigating and defending the claimed exemption.

RFQ No. 16-17-01 Public Relations Services

13. Could a copy of the Miami DDA's current media relations contract and cost sheet be provided under FS 119 for review by the respondents?

Yes, see attached.

14. Section 3.0 states 1 original copy and 10 copies of the Statement of Qualifications are needed. However, Section 5.3 states an unbound one-sided original and 5 bound copies (a total of 6) are required. Which is the correct number of copies? While the original is not bound, must it be submitted loose and with a binder clip? The RFQ was not specific.

All respondents must submit 1 original copy and provide 10 copies, for a total of eleven (11) copies.

15. Can you share frequency of press release/story development and content creation expectations?

Demands for press releases, story development and content creation is high, and the selected company will be expected to work on numerous projects/leads at a time.

16. Would it be possible to receive copies of the PR proposals submitted to the DDA in the past?

Documents not exempt by law will be made available upon request as per chapter 119 of the Florida Statutes.

17. What is the current budget for this contract?

This RFQ is based off of qualifications, not pricing. A budget has not been set for the contract that will result from this process.

18. What is the future anticipated budget for this contract?

This RFQ is based off of qualifications, not pricing. A budget has not been set for the contract that will result from this process. All terms will be negotiated once a firm is selected.

RFQ No. 16-17-01 Public Relations Services

19. The Proposer Profile calls for a most recent annual report. Is this required or will informational brochures suffice?

Yes, an annual report is required.

20. Is there a page limit for the overall proposal? If so, please specify.

No.

21. Is there a limit to the number of work samples that can be provided? If so, please specify.

No.

22. Is the incumbent PR firm participating in this RFP process?

Yes.

23. Are you putting out an RFQ as part of your standard procedures or is there dissatisfaction with the current PR firm?

This RFQ is part of our standard procurement procedures.

24. Can you provide us with how much has been spent annually on PR services over the last three years?

The current contract is budgeted at \$120,000 per year, for a total of \$360,000 over the last three years.

25. Do you anticipate the annual PR budget to be the same as it's been?

This RFQ is based off of qualifications, not pricing. A budget has not been set for the contract that will result from this process. All terms will be negotiated once a firm is selected.

26. How many copies of our submission must we submit? *(The reason we ask is that on page 6, instructions state that: The Miami DDA requests (1) one original and (10) ten copies of a Statement of Qualifications (see section 5.3 "Submittal Format" for details). But in section 5.3, it says this: the original document package must not be bound and the document package copies should be individually bound. An unbound one sided original and 5 bound copies (a total of 6) of the complete submittal must be received by the deadline specified in this RFQ timetable.)*

RFQ No. 16-17-01 Public Relations Services

All respondents must submit 1 original copy and provide 10 copies, for a total of eleven (11) copies.

27. Please distinguish between relevant work samples in 3.2 and comparable projects in 3.3.

Relevant work samples in section 3.2 refers to any item or items including press releases, campaigns, created content, etc.

Comparable projects in section 3.3 are detailed descriptions, which must identify the five points detailed in the section, similar to a case study.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 16 day of May 2014 but effective as of May 1st, 2014 ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("DDA") and Schwartz Media Strategies ("Provider").

RECITALS:

A. WHEREAS, DDA requires the services of a public relations firm to represent the DDA; and

B. WHEREAS, the DDA requires, amongst other services, the creation of media relations strategies, crisis communications, media relations for the Miami Downtown Development Agency, Downtown Miami community events, projects, stakeholders, and development and execution of media strategies that market Downtown Miami as a destination; and

C. WHEREAS, the DDA, through action of the DDA Executive Director and the DDA Board of Directors has selected Provider, in accordance with the applicable provisions of the DDA Procurement Ordinance, pursuant to Request for Qualifications No. 13-14-02 issued on January 6th, 2014 to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and DDA agree as follows:

TERMS:

1. RECITALS: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. TERM: The initial term of this Agreement shall commence on the Effective Date and shall continue until April 30th, 2015. The DDA Executive Director shall have the authority to extend this Agreement for two (2) additional one (1) year terms.

3. SCOPE OF SERVICE: Provider agrees to provide the Services as specifically described in Attachment "A" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due DDA or the City of Miami ("City"), including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner and in the time period described in Attachment "A". The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as subcontractors to perform said Services. Provider agrees that all additional subcontractors shall first be approved by the DDA. Notwithstanding DDA's approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Provider had provided said Services.

4. COMPENSATION:

A. The amount of compensation payable by DDA to Provider shall be based on the fee schedule described in Attachment "B" hereto, provided, however, that in no

event shall the amount of compensation exceed \$400,000 for services, including reimbursable expenses approved in advance by the DDA.

B. Payment shall be made within (30) days after receipt of Provider's request for payment, and accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should DDA require one to be performed. Provider shall not submit more than one (1) request for payment per month.

5. OWNERSHIP OF DOCUMENTS: Upon termination of this Agreement for any reason whatsoever, Provider shall promptly return to DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and other physical representations of any information relating to DDA or to the business of DDA. Provider hereby acknowledges that any and all such items, physical representations and information that Provider has used, prepared or come into contact with, or shall use, prepare, or come into contact with while acting as a Provider of DDA are, and shall remain at all times, the sole property of DDA.

6. AUDIT AND INSPECTION RIGHTS:

A. DDA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by DDA to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. DDA may, at reasonable times during the term hereof, inspect Provider's

facilities and perform such tests, as DDA deems reasonably necessary to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof, if applicable. Provider shall make available to DDA all reasonable facilities and assistance to facilitate the performance of tests or inspections by DDA representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-100 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

7. AWARD OF AGREEMENT: Provider represents and warrants to DDA that it has not employed or retained any person or company employed by DDA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by DDA and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by DDA.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. DDA and Provider agree to comply with and observe all applicable federal, state and local laws, rules, regulations,

codes and ordinances, as they may be amended from time to time.

10. INDEMNIFICATION: The Provider agrees to indemnify, defend and hold harmless DDA and its directors, officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement 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 Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), or (ii) the failure of the Provider to comply with any of the paragraphs herein or (iii) the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payment under state Workers' Compensation or similar laws.

The DDA agrees to indemnify, defend and hold harmless the Provider and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services

contemplated by this Agreement 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 the DDA or its employees, agents or subcontractors, or (ii) the failure of the DDA to comply with any of the paragraphs herein or (iii) the failure of the DDA to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

11. DEFAULT: If Provider fails to comply with any term or condition of the Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder DDA, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by DDA to Provider while Provider was in default shall be immediately returned to DDA. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to DDA for all expenses incurred by DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by DDA in the re-procurement of the Services, including consequential and incidental damages.

12. DDA'S TERMINATION RIGHTS: DDA shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least thirty (30) calendar days prior to the effective date of such termination. In such event, DDA shall pay to Provider compensation for Services rendered and expenses incurred

prior to the effective date of termination. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the Provider up to the time of termination certified in accordance with the provisions of this Agreement. In the event partial payment has been made for Services not performed, the Provider shall return such sums to the DDA within thirty (30) days after receipt of written notice that said sums are due. In no event shall DDA be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

DDA shall have the right to terminate this Agreement, without notice or liability to Provider, upon the occurrence of an event of default hereunder. In such event, DDA shall not be obligated to pay any amounts to Provider and Provider shall reimburse to DDA all amounts received while Provider was in default under this Agreement.

13. INSURANCE: Provider shall, at all times during the term hereof, maintain Professional Liability Insurance in the amount of \$1,000,000. Provider shall ensure that all subcontractors retained by the Provider under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of DDA for adequacy of protection and evidence of such coverage shall be furnished to DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to DDA. Completed Certificates of Insurance shall be filed with DDA prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with DDA. If, in the judgment of DDA, prevailing conditions warrant the provision by Provider of additional liability

insurance coverage or coverage which is different in kind, DDA reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following DDA's written notice, this Contract shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

14. NONDISCRIMINATION: Provider represents and warrants to DDA that Provider does not engage and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

15. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of DDA's, which may be withheld or conditioned, in DDA's sole discretion.

16. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated here in or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered;

or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

Schwartz Media Strategies, Inc.
Tadd Schwartz
Principal
1101 Brickell Ave., Suite 1402
Miami, FL 33131

TO MIAMI DDA:

Alyce M. Robertson
Executive Director
Miami Downtown Development Authority
200 S. Biscayne Blvd., Suite 2929
Miami, FL 33131

17. MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in ether event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

23. TIME FOR COMPLETION: Any specific task related service described in Attachment "A" shall commence upon execution of this document by both parties.

24. FORCE MAJEURE: Force Majeure shall mean an act of God, epidemic, lighting, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has occurred as soon as practicable after the occurrence but not later than ten (10) working days after the occurrence, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to


justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

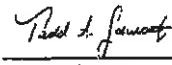
Downtown Development Authority of the City of
Miami, an independent agency and instrumentality
of the City of Miami

ATTEST:

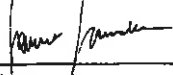

Madelyne B. Raybourn
Board Secretary

By: 
Alyce M. Robertson
Executive Director

"PROVIDER"

By: 
Tadd Schwartz
Principal
Schwartz Media Strategies, Inc.

ATTEST:

Laura Juncadella
Print 
Signature

Attachment "A"
Scope of Services

SCOPE OF WORK

GENERAL

Scope of Services shall include, but are not limited to complete public relations services, research, planning, studies, strategy development, media positioning, writing, meeting attendance, recommendations, review of work prepared by sub-consultants and other consultants, event attendance and observations, crisis management, media outreach and other related services. Provider may be required to perform all or some of the services presented in this Agreement, depending on the needs of the DDA.

BASIC SERVICES

Provider shall maintain an adequate staff of qualified personnel at all times to ensure its performance as specified in the Agreement.

1. DEVELOPMENT OF OBJECTIVES

- a. Provider shall confer with representatives of DDA to develop several options for how the various elements of the public relations strategy will be designed and implemented.
- b. Provider shall utilize a compilation of available documentation; confer with representatives of DDA in order to comprehensively identify aspects of the DDA operations that may be utilized to promote the DDA as the authoritative source for all matters relating to Downtown Miami.

2. STRATEGIC PLANS

- b. **Action Plan**
Develop the public relations concept and program of work for the first term of the Agreement. Plans shall be reviewed monthly and completely updated upon each renewal of contract.
- c. **Media Training**
Provider to provide general media training for staff and detailed training for key spokesperson(s) and Board members as needed or recommended by Provider. General training should include the following:
 - Handling of media inquiries
 - Interview etiquette and strategies
 - Outline of communication protocols for Miami DDA

3. ONGOING SERVICE

In connection with planning, preparing and placing of print publicity and feature stories, the Provider will provide the following specific services on a recurring monthly basis.

- a. **Meeting Attendance**
It is estimated that Provider will need to attend a minimum of four (4) meetings per month in order to adequately gauge the ongoing activities of the DDA.
- b. **Media Monitoring and Clipping Service** - Provider will supply the DDA with news clippings and relevant news as they occur.

- c. **Monthly Reports –**
Provider will produce a monthly action plan for review of DDA Project Manager and presentation at the monthly Marketing Committee. Such report shall be provided to Miami DDA staff the week prior to Committee meeting.
- d. **Account Administration**
Understanding that regular contact with the Provider is essential to the implementation of an effective public relations campaign; the Miami DDA team agrees to keep Provider abreast of new developments and projects, thereby allowing Provider to take maximum advantage of the public-relations opportunities presented. Administration for the DDA account shall include but not be limited to the following:
 - Account Executive - Provider shall staff the DDA account with a senior public relations professional for day-to-day account management.
- f. **Crisis Management**
Provider shall prepare and assist in crisis management to address negative publicity and/or public attention for any potential crisis the DDA may face. Such assistance shall include but not be limited too:
 - Preparation of/and strategic distribution of written press statements
 - Preparation of key messages addressing all issues
 - Management of media inquiries
 - Coordination of interviews

5. MEDIA RELATIONS

In order to effectively promote the Miami DDA and its designated spokespersons Provider will secure quality media coverage that generates high visibility for the organization and for Downtown Miami as a new and evolving world class destination. Activities include:

- **Compilation/Maintenance of PR Materials** - Provider will prepare and regularly update Fact Sheets, spokesperson biographies, and press/media kits.
- **Press Releases and Media alerts** - Provider will distribute press releases and media alerts on newsworthy items regarding the Miami DDA and Downtown Miami.
- **In-house Writing** - Provider from time to time will assist DDA staff in copy writing for placement in select publications. Topics will be determined according to current needs
- **Feature Pitch and Placement** - Provider will continually pursue feature stories for Downtown Miami and the Miami DDA including but not limited to human interest; economic impact; Downtown Miami as a tourist destination; arts and culture; celebrity presence and contribution; clean & safe; new businesses; finance; education; transportation, capital improvements.
- **Media Tours** - Provider will organize media tours, as needed, to forge and build strong media relationships with targeted press.

Other PR Tactics - Other PR tactics shall be developed and executed in accordance with Action plan.

4. MARKETING AND EVENT SUPPORT

In addition to active participation in the planning and execution of special events, Provider will reach out to media in an effort to secure coverage for Miami DDA events, downtown community events, trade shows, etc.

- Calendar Listings - placement in targeted publications for events and meetings
- Media Alerts for press conferences - Provider to send and coordinate as needed
- Pre and Post event Releases

5. SPEAKER OPPORTUNITIES

Provider will seek out speaker opportunities for Miami DDA Executive Director and Spokesperson(s). These speaking opportunities should advance the Miami DDA mission and vision for Downtown Miami.

6. RECOGNITION OPPORTUNITIES

Provider will seek out and pursue opportunities for recognition (awards, etc.) for the agency, Downtown, Board Members, Campaigns and Executive Leadership.

7. SOCIAL MEDIA PLAN

Develop and a strategic plan using Social Media to further Downtown Miami's recognition, deepen and substantiate ongoing initiatives. Social Media should also be used to further DDA's engagement of the public. Provider will be responsible for execution of the plan.

DELIVERABLES

1. ADMINISTRATIVE

- a. Monthly Action Plan
- b. News media clippings as they occur
- c. Media Training
- d. Annual PR review/presentation at Committee and Board

2. STRATEGIC PLANS

- a. Crisis Management Plan
- b. Six Month Plans
- c. Social Media Plan

Attachment "B"
Compensation and Payments

FEE SCHEDULE

- a) Monthly Retainer = \$10,000 broken down into
Public Relations Services = \$8,000
Social Media Execution = \$2,000

- b) Reimbursable Expenses including the following:

Copies, Print Media Clippings, Video clippings, Hard copy magazines and newspapers as may be needed.

All reimbursable expenses must be approved by the DDA prior to purchase.

Provider is to provide Miami DDA with monthly invoices.