

**Wynwood BID
Request for Qualifications (RFQ)
#08-202018**



RFQ Number: 08-202018

Title: Public Relations Services

Issue Date/Time: 08-20-2018

RFQ Closing Date/Time: 10-1-2018 at 5:00pm

Deadline for Request for Clarification: 09-10-2018

Hard Copy Submittal Location: **Wynwood BID
2751 North Miami Ave
#3
Miami FL 33127**

Buyer E-Mail Address: **aleksander@wynwoodbid.com**

Buyer Telephone: **786-615-8828**

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 aleksander@wynwoodbid.com.** 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: _____

If you have follow up questions, please email:
aleksander@wynwoodbid.com

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The Wynwood BID reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

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 or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

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

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License/Business Tax Receipt Number:

Occupational License/Business Tax Receipt Issuing Agency:

Occupational License/Business Tax Receipt Expiration Date:

Will Subcontractor(s) be used? (Yes or No)

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (e.g. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the Wynwood BID. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the Wynwood BID are found to be defective or does not conform to specifications, the Wynwood BID reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the Wynwood BID of a purchase order.

1.3. ACCEPTANCE/REJECTION – The Wynwood BID reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The Wynwood BID also reserves the right to reject the response of any bidder/proposer 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 formal solicitation. The Wynwood BID further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the Wynwood BID's website at: www.wynwoodmiami.com.

1.5. ALTERNATE RESPONSES MAY BE CONSIDERED - The Wynwood BID may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the Wynwood BID to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without Wynwood BID's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the Wynwood BID, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for five years after the Wynwood BID makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the Wynwood BID.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

1.10. Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.11. AWARD OF CONTRACT:

- A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.
- B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.
- C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the Wynwood BID. Where Bidder/Proposer is in default of these contractual requirements, the Wynwood BID, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the Wynwood BID or re-solicit the Wynwood BID's requirements. The Wynwood BID, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.
- D. The term of the contract shall be specified in one of three documents which shall be

issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

- E. The Wynwood BID reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide Wynwood BID departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the Wynwood BID shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the Wynwood BID and the Successful Bidder/Proposer are in mutual agreement of such extensions.
- F. Where the contract involves a single shipment of goods to the Wynwood BID, the contract term shall conclude upon completion of the expressed or implied warranty periods.
- G. The Wynwood BID reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the Wynwood BID unless otherwise specified.
- H. A Contract/Agreement may be awarded to the Bidder/Proposer by the Wynwood BID based upon the minimum qualification requirements reflected herein. As a result of an RFP, RFQ, or RFLI, the Wynwood BID reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the Wynwood BID's best interests. Such agreement will be furnished by the Wynwood BID, will contain certain terms as are in the Wynwood BID's best interests, and will be subject to approval as to legal form by the Wynwood BID Attorney.

1.12. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the Wynwood BID, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the Wynwood BID should Wynwood BID award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The Wynwood BID reserves the right to reject any and all surety tendered to the Wynwood BID. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.13. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.14. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the Wynwood BID, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the Wynwood BID or all responses may be rejected.

1.15. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the Wynwood BID does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the Wynwood BID to evaluate and determine the equality of the item(s) bid/proposed. The Wynwood BID shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the Wynwood BID. Such samples are to be furnished after formal solicitation opening/closing only upon request of the Wynwood BID. If samples should be requested, such samples must be received by the Wynwood BID no later than seven (7) calendar days after a formal request is made.

1.16. CANCELLATION - The Wynwood BID reserves the right to cancel all formal solicitations before it's opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.17. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the Wynwood BID, is a business risk which the contractor must assume. The Wynwood BID will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the Wynwood BID. **NOT LIABLE FOR DELAYS** - It is further expressly agreed that in no event shall the Wynwood BID be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, 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 Wynwood BID has no control.

1.18. COLLUSION –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the Wynwood BID's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The Wynwood BID will investigate all potential situations where collusion may have occurred and the Wynwood BID reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. the Wynwood BID and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to: Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or

age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- A. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- B. The State of Florida Statutes, Section 287.133(3) (A) on Public Entity Crimes.
- C. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- D. Uniform Commercial Code (Florida Statutes, Chapter 672).
- E. Americans with Disabilities Act of 1990, as amended.
- F. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- G. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- H. City Procurement Ordinance City Code Section 18, Article III.
- I. Conflict of Interest, City Code Section 2-611; 61.
- J. Cone of Silence, City Code Section 18-74.
- K. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). Copies of the City Ordinances may be obtained from the City Clerk's Office at 305-250-5360

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the Executive Director issues a written recommendation to the Wynwood BID Board of Directors. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the Wynwood BID's professional staff including, but not limited to, the Executive Director and the Executive Director's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications: oral communications with the Wynwood BID purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any Wynwood BID employee, official or member of the City

Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the Wynwood BID is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the Wynwood BID is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the Wynwood BID. Further, you must disclose the name of any Wynwood BID employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the Wynwood BID or any person or agency acting for the Wynwood BID and has not appeared in representation of any third party before any board, commission or agency of the Wynwood BID within the past two years. Bidder/Proposer further warrants that

he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the Wynwood BID; (ii) the mayor; (iii) any Wynwood BID employee; or (iv) any member of any board or agency of the Wynwood BID.

- B.** A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the Wynwood BID and/or imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the Wynwood BID harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the Wynwood BID, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

- A.** Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the Executive Director, after consultation with the Chief Procurement Officer and the Wynwood BID attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of Wynwood BID Contracts. The debarment shall be for a period of not fewer than three years. The Executive Director shall also have the authority to suspend a Contractual Party from consideration for award of Wynwood BID 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 Attorney's office, Executive Director and Wynwood BID.
- B.** Causes for debarment or suspension. 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 Proposals.
 - (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.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
- (9) Any other cause judged by the Executive Director to be so serious and compelling as to affect the responsibility of the Contractual Party performing Wynwood BID Contracts.

C. Certification. All Contracts for goods and services, sales, and leases by the Wynwood BID 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).

D. Debarment and suspension decisions. Subject to the provisions of paragraph (a), the Executive Director shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS –An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide 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, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The Wynwood BID shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the Wynwood BID will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the Wynwood BID notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient

materials to ensure timely completion.

- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect. All costs and charges incurred by the Wynwood BID as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A “responsive” response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Executive Director, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the Wynwood BID.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the Wynwood BID’s Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The Wynwood BID will not be responsible for any oral instructions, clarifications, or other communications.

- A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
 - 1) Addenda (as applicable)
 - 2) Specifications
 - 3) Special Conditions
 - 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the Wynwood BID with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor’s response. Further, successful vendor shall deliver/perform for the Wynwood BID on a priority basis during such times of emergency. Reference *Crisis Plan* page 37 for additional details.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The bid Contract or Agreement consists of this Wynwood BID Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the Wynwood BID and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the Wynwood BID and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The Wynwood BID is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the Wynwood BID for purposes of determining the low bidder or most advantageous proposer meeting specifications. The Wynwood BID reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The Wynwood BID may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The Wynwood BID may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the Wynwood BID.

B. Elimination from Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City of Miami and/or Wynwood BID upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the Wynwood BID.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City of Miami and/or Wynwood BID or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City of Miami in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the Wynwood BID.
- 2) The Wynwood BID may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the Wynwood BID or any other governmental entity in making the award.
- 3) The Wynwood BID may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor’s and its’ subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full

responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The Wynwood BID reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the Wynwood BID with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the Wynwood BID of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the Wynwood BID for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the Wynwood BID for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify , hold harmless and defend the Wynwood BID, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of

Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the Wynwood BID, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the Wynwood BID, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against Wynwood BID by reason of any such claim or demand, Contractor shall, upon written notice from Wynwood BID, resist and defend such action or proceeding by counsel satisfactory to Wynwood BID. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Wynwood BID or its officers, employees, agents and instrumentalities as herein provided. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Wynwood BID's option, any and all claims of liability and all suits and actions of every name and description which may be brought against Wynwood BID whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the Wynwood BID. The Contractor agrees and recognizes that the Wynwood BID shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Wynwood BID participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Wynwood BID in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The Wynwood BID may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the Wynwood BID deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the Wynwood BID all reasonable facilities and assistance to facilitate the performance of tests or inspections by Wynwood BID representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the Wynwood BID pursuant to a Formal Solicitation will not be made available until such time as the Wynwood BID provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available via request, following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The Wynwood BID shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Wynwood BID. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the Wynwood BID. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604. The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE -

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."

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, director of the using agency, and the 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.

1.49. MANUFACTURER'S CERTIFICATION - The Wynwood BID reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the Wynwood BID unless made in writing by the Director of Purchasing of the City of Miami through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Wynwood BID and Contractor, or to create any other similar relationship between the parties.

1.52. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the Wynwood BID. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the Wynwood BID reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the Wynwood BID in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the Wynwood BID in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the Wynwood BID.

1.55. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the Wynwood BID may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the Wynwood BID during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

1.57. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the Wynwood BID to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the Wynwood BID and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the Wynwood BID.

1.58. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

- A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- B. If so required, the unit price for each unit offered shall be shown, and such price shall

include packaging, handling and shipping, and F.O.B. Miami delivery inside Wynwood BID premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

- C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.
- D. The Bidder/Proposer should retain a copy of all response documents for future reference.
- E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.
- F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the Wynwood BID's discretion.
- G. The Wynwood BID's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. **IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND SIX (6) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE WYNWOOD BID OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE. PLEASE ALSO PROVIDE A COPY OF YOUR SUBMITTAL VIA THUMB DRIVE OR CD.**

1.61. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the Wynwood BID.

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the Wynwood BID's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the Wynwood BID that it has not employed or retained any person or company employed by the Wynwood BID to solicit or secure this Contract 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 Contract.

PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment;

however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. When the Wynwood BID is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the Wynwood BID is entitled to a cash discount with the period commencing on the date it is determined by the Wynwood BID that a cash discount applies. Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.64. PROPERTY - Property owned by the Wynwood BID is the responsibility of the Wynwood BID. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the Wynwood BID. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the Wynwood BID shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.65. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.66. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response 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, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.67. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Wynwood BID contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the Wynwood BID and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the Wynwood BID.

1.68. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND

EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.69. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.70. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the Executive Director or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.71. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

- A. Authority to resolve Contract disputes. The Executive Director, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the Wynwood BID which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the BID Board must approve the Executive Director's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the Executive Director.
- B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the Executive Director shall promptly render a written report stating the reasons for the action taken by the BID Board or the Executive Director which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.72. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

- A. Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000. Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

- i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or
- ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer

within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

- i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the Executive Director's recommendation for award of Contract, which will be posted on the Wynwood BID website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the Executive Director's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or
- ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the Wynwood BID's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the Wynwood BID by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer. The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). 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 Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end

of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

- (a) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the Executive Director and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the Executive Director.
- (b) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section
- (c) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the Wynwood BID shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the Executive Director makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.
- (d) Costs. All costs accruing from a protest shall be assumed by the protestor. Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the Wynwood BID in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the Wynwood BID in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.73. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the Wynwood BID. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the Wynwood BID.

1.74. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the Wynwood BID through the proper officials, which may be withheld or conditioned, in the Wynwood BID's sole discretion.

1.75. SERVICE AND WARRANTY –When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.76. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement. If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the Wynwood BID, 2751 North Miami Avenue, Suite 3, Miami, Florida 33127 at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

- A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to Wynwood BID:

FROM THE NORTH: TAKE I-95 SOUTH TO I-195 EAST. TAKE THE NORTH MIAMI AVENUE EXIT AND HEAD SOUTH (RIGHT TURN) TO 2751 NORTH MIAMI AVENUE ON THE EAST (LEFT) SIDE OF NORTH MIAMI AVENUE. WYNWOOD BID IS LOCATED IN THE DORISSA BUILDING BETWEEN NORTHEAST 27TH AND NORTHEAST 28TH STREET.

FROM THE SOUTH: TAKE I-95 NORTH TO I-195 EAST. TAKE THE NORTH MIAMI AVENUE EXIT AND HEAD SOUTH (RIGHT TURN) TO 2751 NORTH MIAMI AVENUE ON THE EAST (LEFT) SIDE OF NORTH MIAMI AVENUE. WYNWOOD BID IS LOCATED IN THE DORISSA BUILDING BETWEEN NORTHEAST 27TH AND NORTHEAST 28TH STREET.

- B. Facsimile responses **will not** be considered.
- C. Failure to follow these procedures is cause for rejection of bid/proposal.
- D. The responsibility for obtaining and submitting a response on or before the close date is

solely and strictly the responsibility of Bidder/Proposer. The Wynwood BID is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

- E. Late responses will be rejected.
- F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- G. Modification of responses already submitted will be considered only if received at the Wynwood BID before the time and date set for closing of solicitation responses. All modifications must be submitted in writing. Once a solicitation closes (closed date and/or time expires), the Wynwood BID will not consider any subsequent submission which alters the responses.
- H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.77. TAXES - The Wynwood BID is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.78. TERMINATION –The Executive Director on behalf of the Wynwood BID reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A. The contractor is determined by the Wynwood BID to be in breach of any of the terms and conditions of the contract.
- B. The Wynwood BID has determined that such termination will be in the best interest of the Wynwood BID to terminate the contract for its own convenience;
- C. Funds are not available to cover the cost of the goods and/or services. The Wynwood BID's obligation is contingent upon the availability of appropriate funds.

1.79. TERMS OF PAYMENT - Payment will be made by the Wynwood BID after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the Wynwood BID.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.80. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The Wynwood BID reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular Wynwood BID business hours unless otherwise specified in the Special Conditions.

1.81. TITLE - Title to the goods or equipment shall not pass to the Wynwood BID until

after the Wynwood BID has accepted the goods/equipment or used the goods, whichever comes first.

1.82. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE

All Responses submitted to the Wynwood BID are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for “trade secrets.” If the Response contains information that constitutes a “trade secret”, all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as “TRADE SECRETS EXCEPTION,” with your firm’s name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a “trade secret” you agree to indemnify and hold harmless the Wynwood BID for any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the Wynwood BID by reason of any legal action challenging your claim.

1.83. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.84. USE OF NAME - The Wynwood BID is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the Wynwood BID, without prior express written permission of the Executive Director.

1.85. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the Wynwood BID’s specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for public relations services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION -

Any questions or clarifications concerning this solicitation shall be submitted by email to Aleksander Sanchez at aleksander@wynwoodbid.com.

The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Monday, September 10, 2018 at 5:00 p.m. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO

QUESTIONS WILL BE RECEIVED VERBALLY OR VIA EMAIL AFTER SAID DEADLINE.

2.3. TERM OF CONTRACT - The proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the Wynwood BID, which shall include, but not be limited to, the following terms:

- A. The total length of the professional services agreement will be five years.
- B. The initial two-year term of the PR Agency agreement shall commence November 2018 to September 30, 2020.
- C. There will be an additional three (3) year extension commencing October 1, 2020 to September 30, 2023.
- D. The Wynwood BID reserves the right to cancel agreement at anytime with 30 days notice or choose not to extend contract.

Continuation of the contract beyond the initial period is a Wynwood BID prerogative; not a right of the bidder/proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the Wynwood BID.

2.4. CONDITIONS FOR RENEWAL - Each renewal of this contract is subject to the following:

- A. Continued satisfactory performance compliance with the specifications, terms and conditions established herein and
- B. Availability of funds.
- C. In the event the Contractor is unable to extend the contract for any subsequent period, advance written notice and explanation shall be submitted to the Chief Procurement Officer no later than ninety (90) days prior to the expiration date of the contract period in effect at such time and shall be subject to the Wynwood BID's acceptance. Failure to comply with these requirements may render the Contract in default of this contract.

2.5. NON-APPROPRIATION OF FUNDS - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the Wynwood BID, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the Wynwood BID. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

2.6. MINIMUM QUALIFICATION REQUIREMENTS - Reference section 5.1. Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the procurement process.

2.7. CONTRACT EXECUTION - The selected Proposer(s) evaluated and ranked in accordance with the requirements of this Solicitation, shall be awarded an opportunity to negotiate a contract ("Contract") with the Wynwood BID. The Wynwood BID reserves the right to execute or not execute, as applicable a Professional Services Agreement ("Agreement") with the selected Proposer(s) in substantially the same form as the Agreement included as part of this solicitation (refer to Attachment D). Such Agreement will be furnished by the Wynwood BID,

will contain certain terms as are in the Wynwood BID's best interests, and will be subject to approval as to legal form by the Wynwood BID Attorney.

2.8. FAILURE TO PERFORM - Should it not be possible to reach the contractor or supervisor, and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the Wynwood BID reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

2.9. INSURANCE REQUIREMENTS INDEMNIFICATION - Proposer shall pay on behalf of, indemnify and save Wynwood BID and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of proposer, including any person performing under this Contract for or on proposer's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the Wynwood BID and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the Wynwood BID, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof. The proposer shall furnish to the City of Miami, 444 SW 2 Ave Miami, FL 33137 and Wynwood BID, 2751 North Miami Avenue Suite 3, Miami, Florida 33127, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability

1. Limits of Liability

i. Bodily Injury and Property Damage Liability

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

2. Endorsements Required

- i.** City of Miami and Wynwood BID listed as an additional insured
- ii.** Primary and Non-Contributory Language
- iii.** Contingent and Contractual Liability
- iv.** Premises & Operations Liability

B. Business Automobile Liability

1. Limits of Liability

- i.** Bodily Injury and Property Damage Liability
- ii.** Combined Single Limit
- iii.** Any Auto
- iv.** Including Hired, Borrowed or Non-

Owned Autos

- v. Any One Accident \$1,000,000

2. Endorsements Required

- i. Wynwood BID listed as an additional insured

C. Worker’s Compensation

1. Limits of Liability

- i. Statutory-State of Florida
- ii. Employer’s Liability

a)Limits of Liability

- \$500,000 for bodily injury caused by an accident, each accident
- \$500,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

D. Professional Liability/Errors and Omissions Coverage

Combined Single

Each Claim	\$5,000,000
General Aggregate Limit Retro	\$5,000,000
Date Included	

E. Umbrella Liability (Excess Follow Form)

Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000

City of Miami and Wynwood BID listed as an additional insured

The above policies shall provide the City of Miami & Wynwood BID with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A-” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

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 bidder.

NOTE: WYNWOOD BID RFP/RFQ NUMBER AND/OR TITLE OF RFP/RFQ MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the proposer of his liability and obligation under this section or under any other section of this Agreement.

- If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Wynwood BID 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 Wynwood BID shall:
 - Suspend the contract until such time as the new or renewed certificates are received by the Wynwood BID in the manner prescribed in the Invitation to bid.
 - The Wynwood BID may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Proposer in conjunction with the General and Special Terms and Conditions of the RFQ.
 - The Proposer 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 Proposer.

2.10. PRE-BID/PRE-PROPOSAL CONFERENCE - None

2.11. CONTRACT ADMINISTRATOR - Upon award, contractor shall report and work directly with Manny Gonzalez, Executive Director, who shall be designated as the Contract Administrator.

2.12. SUBCONTRACTOR(S) OR SUBCONSULTANT(S) - A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this Solicitation. A Sub-Contractor shall be paid through Proposer or Proposer's firm and not paid directly by the Wynwood BID. Sub-Contractors are allowed by the Wynwood BID in the performance of the services delineated within this Solicitation. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The Wynwood BID retains the right to accept or reject any Sub-Contractors proposed in the response of Successful Proposer or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer and insurance for each Sub-contractor must be maintained in good standing and approved by the Wynwood BID throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees or agents of the Wynwood BID. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this Solicitation.

Proposers shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer, the Successful Proposer shall provide a list confirming the Sub-Contractors that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this Solicitation, any applicable licenses, references, ownership, and other information required of Proposer.

2.13. COMPLETE PROJECT REQUIRED - These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.14. TERMINATION:

A. FOR DEFAULT -

If Contractor defaults in its performance under this Contract and does not cure the default within 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 Wynwood BID. In such event the Contractor 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 Contractor was not in default or (2) the Contractor'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 Wynwood BID.

B. FOR CONVENIENCE -

The Executive Director may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the Wynwood BID. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Wynwood BID the Contractor 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 Wynwood BID shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.15. 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 bidder's/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 Wynwood BID 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 Wynwood BID 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.

2.16. 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.

2.17. COMPENSATION PROPOSAL -. The monthly compensation associated with this RFQ is \$6,000.00 per month. There is an optional escalator clause that will be evaluated by the Wynwood BID Board of Director's at the end of the initial two-year term of the agreement. The current proposed total funding amount associated with this contract if at the end of the (60) month agreement, if completely satisfied is \$360,000.00 Proposer shall additionally provide a detailed list of all costs to provide all services as detailed in Section III Scope of Services, as proposed. The Wynwood BID reserves the right to add or delete any service, at any time. Should the Wynwood BID determine to add an additional service for which pricing was not previously secured; the Wynwood BID shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the Wynwood BID determine the pricing unreasonable, the Wynwood BID reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

2.18. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD -

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

- A. Solicitation issued by Wynwood Business Improvement District.
- B. Responses are received by due date.
- C. Opening and listing of all responses received by BID staff.
- D. Purchasing staff will review each submission for compliance with the submission requirements of the Solicitation, including verifying that each submission includes all documents required.
- E. An Evaluation Committee comprised of members of the BID Board of Directors and/or community members shall meet to evaluate each response in accordance with the requirements of this Solicitation and based upon the evaluation criteria as specified herein.
- F. The Evaluation Committee reserves the right, in its sole discretion, **will** request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation will be scheduled at the convenience of the Evaluation Committee and may

be recorded.

- G. The Evaluation Committee reserves the right to rank the Proposals and shall submit its recommendation to the Executive Director for acceptance. If the Executive Director accepts the Committee's recommendation, the Executive Director's recommendation for award of contract will be presented to the BID Board of Director's for final ratification.
- H. The BID Board of Director's shall consider the Executive Director's and Evaluation Committee's recommendation(s) and, if appropriate and required, approve the Executive Director's recommendation(s). The Board of Directors may also reject any or all responses.
- I. If the BID Board approves the recommendations, the BID will enter into negotiations with the selected Proposer(s) for a contract for the required services. Such negotiations may result in contracts, as deemed appropriate by the Executive Director.

2.19. ADDITIONAL SERVICES - Services not specifically identified in this request may be added to any resultant contract upon successful negotiation and mutual consent of the contracting parties.

2.20 HOURLY RATE - The hourly rate shall include, but not be limited to, full compensation for labor, any and all equipment used, travel time and related expenses and any and all other costs to the Proposer. Said rate shall be at a straight time amount for all labor, except as otherwise noted herein.

2.21. RECORDS - During the contract period, and for a least five (5) subsequent years thereafter, Successful Proposer shall provide Wynwood BID access to all files and records maintained on the Wynwood BID's behalf.

2.22. AMENDMENTS TO THE CONTRACT - The Executive Director shall have the right and authority to amend this Contract on behalf of the Wynwood BID.

2.23. TRUTH IN NEGOTIATION CERTIFICATE - Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Wynwood BID determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

3. SPECIFICATIONS:

3.1. SPECIFICATIONS/SCOPE OF WORK -The Public Relations Firm shall be the principal advisor and provider to Wynwood BID for proactive brand-supporting

public relations. The PR Firm will help market Wynwood as a desirable destination by pitching local, regional, national and international media, with focus on consumer, travel and lifestyle press. Appropriate media outlets include; television, radio, digital, blogs, print publications, newspapers and magazines. The Wynwood Business Improvement District's internal Marketing Coordinator will be the point of contact with the PR Firm and direct contact to local businesses.

The Wynwood BID requires a Public Relations Firm with extensive experience in various domestic U.S. and international media markets, in addition to specializing in the Miami area. The PR Firm must have demonstrated results in strategic placement of positive, brand-supporting stories on destinations in television, magazines, newspapers, radio, and internet magazines. The PR Firm must be able to use the tactics below to create communications that define the breadth and depth of the destination (Wynwood) to the target audiences, for the purpose of visiting for the first time, extending the length of stay or creating repeat visitation to Wynwood. The PR Firm will also focus on driving "locals" to shop, dine live, and visit Wynwood. The PR Firm should be able to suggest strategies to expand the impact of advertising/marketing campaigns, leveraging them for enhanced editorial/press coverage.

During the term of this agreement, the PR Firm will provide the following services that include but are not limited to:

Media Outreach / Management:

- Write, pitch and distribute 15-20 press releases per year. Topics will be provided by the Wynwood BID Marketing team and suggested topics should be presented by the PR Firm.
- The PR agency will ensure that all press releases are written using SEO best practices to ensure digital amplification of destination messaging.
- Distribute monthly media newsletters to local press list. The Wynwood BID Marketing team will create the newsletter (content and photography) the PR Firm may make suggestions and will be responsible for distribution of the newsletter.
- The PR Firm will pitch Wynwood stories and news to producers for television broadcast and radio coverage.
- Create an editorial calendar establishing relevant news topics for the destination to be pitched to targeted press at the appropriate time.
- Promote holidays and special events in Wynwood including but not limited to: 4th of July, Mother's Day, Father's Day, New Year's Day, Wynwood Life Festival, Miami Art Week + Art Basel, Art Wynwood and Second Saturday Art Walk.

Press Trip / Media Visit:

- The Wynwood BID will host an annual media visit to tour Wynwood, highlighting the business district, new and unique shopping, dining and new art installations. The PR Firm will be responsible to pitching and securing journalists and influencers to attend this event. The PR Firm and The Wynwood Marketing Team will facilitate the tour - at least one representative from the PR Firm be required to attend.

Social Media:

- The PR Firm will have a principal role in securing earned social media placements by working with bloggers and influencers and increasing viral-ness of traditional press efforts.
- The PR Firm will monitor and report the social chatter as part of media monitoring responsibilities.
- The Wynwood BID Marketing Coordinator is responsible for actively posting via Wynwood BID's owned channels including Facebook, Instagram, Twitter and Mailchimp e-newsletters. The internal Marketing Coordinator will work closely with the PR Firm to coordinate messaging strategy.

Media Monitoring and Reporting:

- By noon on the 1st of each month, a media report capturing the major headlines for Wynwood will be emailed to the Wynwood BID's marketing team. This provides a real-time look at the brand positioning monthly.
- By noon on the 1st of each month, a media report capturing the PR agency's work will be emailed to the Wynwood BID's marketing team. This report should only include activities and press clippings resulting directly from the PR Firm's work.

Meetings and Status Calls:

- The Wynwood BID requests that the PR Firm team have a bi-weekly call to review the monthly report with the Wynwood BID's marketing team. Additionally, there are up to 12 board and committee meetings a year that must be attended by at least one of PR Firm team members.

Crisis Management

- As needed, a crisis management plan is in place. The PR Firm will initiate both proactive and reactive responses to a crisis situation.

4.0 SUBMISSION REQUIREMENT OVERVIEW: The purpose of this RFQ is to hire a qualified and experienced Public Relations Firm which may be an agency, firm, corporation, joint venture, partnership or other legal entity, for the provision of public relations services to

the Wynwood Business Improvement District. Therefore, only fully capable, experienced, and qualified Proposers should submit Proposals in response to this RFQ.

All Sub-Consultants/Contractors/Auditors, as part of Proposer's Proposal, must stand on their own merits and will be evaluated accordingly. In addition, any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture shall also have to stand on its own merits. Information provided by Proposer shall also be provided for each entity part of Proposer's Team.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system not meeting the mandatory requirements shall be subject to immediate disqualification. Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and, in the order, indicated.

This information should be provided for the Proposer and any subconsultants/Contractors/Auditors to be utilized for the work contemplated by this solicitation. Proposals submitted which do not include mandatory items may be deemed non-responsive and may not be considered for contract award.

4.1 SUBMISSION REQUIREMENTS:

Please include the following information with your response. Failure to follow directions will deem your submittal as incomplete.

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 name and contact information of the persons who will be authorized to make representations for the proposer via RFQ submittal. Executive Summary should be accompanied by registration form found on page 2 of this RFQ.

2. Proposer Profile:

Provide the following information regarding your firm and staff.

- Brief history of your firm, including the year it was established
- Complete organizational chart
- Names and curriculum vitae of your firm's principals. Indicate the amount of involvement the principals will have on this account.
- An overview of the team members who will be assigned to work with the Wynwood BID and submit their respective curriculum vitae.
- A list of ongoing contracts/projects with their status and termination dates
- Most recent annual report and related informational brochures

3. Proposer Experience, and Past Performance:

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. Regional, National and International Media Relations
 3. Digital Communication Development and Executions

Comparable Projects:

Provide a detailed description of three comparable projects (similar in scope of services to those requested herein) which the proposer has either ongoing or completed within the past two years. Where possible, list and describe those projects performed for similar size public or private entities and any work performed for the Wynwood area, if applicable. Please specify whether each project is completed or ongoing. The description should identify for each project:

1. Client Name
2. Description of Work
3. Duration of Project
4. Contact person and phone number for each reference.
5. Results/Deliverables of the project

4. Strategic Approach

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

5. References

Provide name, addresses, and phone numbers for five (5) “comparable” references that would be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. References must be currently in progress or not exceed more than two years since conclusion of services.

5.0 RFQ EVALUATION CRITERIA - The Evaluation Committee will evaluate proposals and will select the proposer which meets the best interests of the Wynwood BID. The Wynwood BID shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. Proposals received shall be evaluated on the criteria noted below. In performing the evaluation, only information contained within the Proposal will be considered, unless otherwise stipulated and/or other clarifying information is requested by the Wynwood BID. Proposals from firms that do not meet the minimum qualifications set forth will not be considered further. The proposer granted the contract will be required to maintain the minimum qualification requirements during the term of the contract and any renewals.

EVALUATION CRITERIA	
Quality of total submittal	Up to 10 Points
Firm's Relevant Experience	Up to 25 Points
Strategic Approach	Up to 20 Points
Creative Ability	Up to 20 Points
References/Client Satisfaction	Up to 20 Points
Local Preference	Up to 5 Points

Quality of Total Submittal: (Up to 10 Points)

The RFQ must be submitted in an orderly fashion and include a table of contents. All pages must be consecutively numbered and correspond to the table of contents. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. The quality of presentation and detail associated with requirements set forth in section 4.1 will also be taken into account.

Firm's Relevant Experience: (Up to 25 Points)

- Details on the corporation background, date established, type of ownership (public company, partnership, subsidiary),
- total number of full time employees,
- list and provide bios for the key individuals in the agency.
- Physical location of the agency- including address of main and all locations.
- Indicate the firm's number of years of experience in providing public relations services within Miami Dade County.
- List the members of the firm's supervisory team.
- A brief resume including education, experience, licenses, and any other pertinent information shall be included for each team member.
- Please remit any awards that the company has won as a whole as well.

Strategic Approach: (Up to 20 Points)

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

Creative Ability: (Up to 20 pts)

Provide samples of press releases and creative samples that show the breath of capabilities for the agency. in addition, in order to provide an insight into the strategic capabilities of your agency please provide one or more samples for each of the following:

- South Florida Regional media placement and promotions
- National media placement
- International media placement

- Local media campaign

References/ Client Satisfaction: (Up to 20 Points)

The Wynwood BID will reach out to references provided within the proposals. Information should include the following: valid client name, company name, company address, phone number, and e-mail address. Respondents will be responsible for providing five (5) total “comparable” references that can be contacted. References must be currently in progress or not exceed more than two years since conclusion.

Local Preference (Up to 5 Points)

Awarded to local companies based within the City of Miami boundaries. Respondents must include a copy of the company’s Miami-Dade County local business tax receipt.

6.0. 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.

(Corporate Seal)

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 Wynwood BID 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 your office.

6.1 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 Wynwood BID document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the Wynwood BID, 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/RFP 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 Wynwood BID, 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

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

6.2 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

6.3 BID MAP

