















































**NON-COLLUSION AFFIDAVIT  
PUBLIC RELATIONS CONSULTANT SERVICES  
RFP #HR2020-22**

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

\_\_\_\_\_ being first duly sworn, deposes and states that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
  
\_\_\_\_\_ the Respondent that has submitted the  
attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal  
and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or  
agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham  
Proposal in connection with the Work for which the attached Proposal has been submitted; or to  
refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or  
indirectly, sought by agreement or collusion, or communication, or conference with any Respondent,  
firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other  
Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal  
Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful  
agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other  
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public of the State  
of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)  
\_\_\_\_\_ and whose name(s) is/are Subscribed to the within  
instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:  
SEAL OF OFFICE:

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Notary Public, State of Florida

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(Name of Notary Public: Print, Stamp or type as commissioned.)

\_\_\_\_\_ Personally known to me, or

\_\_\_\_\_ Personal identification:

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Type of Identification Produced

\_\_\_\_\_ Did take an oath, or

\_\_\_\_\_ Did Not take an oath.

**PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I. This sworn statement is submitted to

\_\_\_\_\_ [print name of the public entity]

by \_\_\_\_\_ [print individual’s name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

- (a) A predecessor or successor of a person convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair



market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Signature]

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)  
Form PUR 7068 (Rev.06/11/92)

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_  
(Printed, typed or stamped commissioned  
name of notary public)

**DRUG FREE WORKPLACE  
PUBLIC RELATIONS CONSULTANT SERVICES  
RFP #HR2020-22**

Whenever two or more responses to a solicitation which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a response to the solicitation received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie responses to solicitations will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Section (1).
- 4) In the statement specified in Section (1), notify the employees, that, as a condition to their working for the employer with regard to the matters that are the subject of the response to the solicitation including those involving the procurement of commodities or contractual services that are under Bid, the employee must abide by the terms of the statement and must notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, and under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true and that this firm is in full compliance with the above requirements.

RESPONDENT's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS  
PUBLIC RELATIONS CONSULTANT SERVICES  
RFP #HR2020-22**

TO THE CITY OF SOUTH MIAMI

We, \_\_\_\_\_, (Name of CONSULTANT), hereby acknowledge and agree that as CONSULTANT for the **PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-22** as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of South Miami** and **N/A** (Consultant, if any) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

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to comply with such act or regulation.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under E-bid a copy of the statement specified in Section (1).
- 4) In the statement specified in Section (1), notify the employees, that, as a condition to their working for the employer with regard to the matters that are the subject of the response to the solicitation including those involving the procurement of commodities or contractual services that are under E-bid, the employee must abide by the terms of the statement and must notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, and under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true and that this firm and its subcontractors, if any, who are listed below, are in full compliance with the above requirements:

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CONTRACTOR

\_\_\_\_\_  
BY: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**AFFIDAVIT CONCERNING  
FEDERAL AND STATE VENDOR LISTINGS  
PUBLIC RELATIONS CONSULTANT SERVICES  
RFP #HR2020-22**

The person, or entity, who is responding to the City’s solicitation, hereinafter referred to as “Respondent”, must certify that the Respondent’s name Does Not appear on the State of Florida, Department of Management Services, “CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS”.

If the Respondent’s name appears on one or all the “Listings” summarized below, Respondents must “Check if Applies” next to the applicable “Listing.” The “Listings” can be accessed through the following link to the Florida Department of Management Services website:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**DECLARATION UNDER PENALTY OF PERJURY**

I, \_\_\_\_\_ (hereinafter referred to as the “Declarant”) state, that the following facts are true and correct:

- (1) I represent the Respondent whose name is \_\_\_\_\_.
- (2) I have the following relationship with the Respondent \_\_\_\_\_ (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company).
- (3) I have reviewed the Florida Department of Management Services website at the following URL address: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- (4) I have entered an “x” or a check mark beside each listing/category set forth below if the Respondent’s name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category, it means that I am attesting to the fact that the Respondent’s name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

- Check if  
Applicable
- \_\_\_ Convicted Vendor List
  - \_\_\_ Suspended Vendor List
  - \_\_\_ Discriminatory Vendor List
  - \_\_\_ Federal Excluded Parties List
  - \_\_\_ Vendor Complaint List

**FURTHER DECLARANT SAYETH NOT.**

Under penalties of perjury, and as the person authorized to sign this statement, I declare that I have read the foregoing statement and that the facts stated in it are true and that this firm is in full compliance with the above requirements.

\_\_\_\_\_  
(Print name of Declarant)

By: \_\_\_\_\_  
(Signature of Declarant)

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA            )**  
**COUNTY OF MIAMI-DADE    )**

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_ who is personally know to me or who provided the following identification \_\_\_\_\_ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

**WITNESS** my hand and official seal.

**NOTARY PUBLIC:  
SEAL**

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp or type as commissioned.)

**RELATED PARTY TRANSACTION VERIFICATION FORM**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

I \_\_\_\_\_, individually and on behalf of \_\_\_\_\_  
("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalties of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, *i.e.*, a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (*i.e.*, spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

\_\_\_\_\_  
\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (*i.e.*, spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: \_\_\_\_\_

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

\_\_\_\_\_  
(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the 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.

Under penalties of perjury, and as the person authorized to sign this statement, I declare that I have read the foregoing statement, that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and to the best of my knowledge, information and belief the facts stated in it are true and this firm is in full compliance with the above requirements.

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Sec. 8A-1. - Conflict of interest and code of ethics ordinance.**

### **(a) Designation.**

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

**(b) Definitions.** For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

### **(c) Prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

*Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

*Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

### **(d) Further prohibition on transacting business with the city.**



No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

**(E) Gifts.**

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

**(f) Compulsory disclosure by employees of firms doing business with the city.**

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

**(g) Exploitation of official position prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

**(h) Prohibition on use of confidential information.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

**(i) Conflicting employment prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

**(j) Prohibition on outside employment.**

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

**(k) Prohibited investments.**

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

**(l) Certain appearances and payment prohibited.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

**(m) Actions prohibited when financial interests involved.**

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

**(n) Acquiring financial interests.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

**(o) Recommending professional services.**

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional

or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

**(p) Continuing application after city service.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFP, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

**(q) City attorney to render opinions on request.**

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

**PRESENTATION TEAM  
DECLARATION/AFFIDAVIT OF REPRESENTATION  
PUBLIC RELATIONS CONSULTANT SERVICES  
RFP #HR2020-22**

This affidavit is not required for compliance with the City’s Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, must list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit must be filed by staff with the Clerk’s office at the time the committee’s proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, must not be required to pay any registration fees. No person may appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm’s presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk’s office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, \_\_\_\_\_, makes the following declaration under penalties of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person may appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

<u>NAME</u>	<u>TITLE</u>

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, will not be required to pay any registration fees. The Affidavit of Representation must be filed with the City Clerk’s office at the time the committee’s proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print name of entity being represented

END OF SECTION

**NOTICE OF AWARD**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

The City has considered the Proposal submitted by your firm for the **PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-22** in response to its advertisement for Request for Proposal and Instructions to Respondents.

You are hereby notified that your Proposal, after Phase III, "Competitive Negotiations of the Evaluation Process has been completed," has been accepted for the **PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-22** in the amount of \$ \_\_\_\_\_, broken down as follows:

**5-Year Lump**  
**Sum Proposal:** \_\_\_\_\_

You are required by the Instructions to Respondents to execute the Contract Documents at the time of submittal of proposal and to furnish any required bonding, including a Performance Bond, Payment Bond, and insurance documents (see Proposal Submittal Checklist Form) within ten (10) day from the date of this notice to you.

Notwithstanding the fact that you have agreed, by responding to the Solicitation, to the terms of the contract attached to the Solicitation package, if you fail to execute said Contract and to furnish said bonds, the required insurance documentation within ten (10) calendar days from the date of this notice, the CITY will have the right and be entitled, in its sole and absolute discretion, to disqualify the Proposal, revoke the award and retain the Proposal/Bid Bond/Security. Please be advised that if the contract price exceeds \$5,000.00 or if it is a multi-year contract requiring payment out of more than one year's appropriation, the award and the contract must be approved by the City Commission before it is binding on the City. Moreover, the award is subject to rescission if the City Manager determines that it is not in the best interest of the City.

BY: \_\_\_\_\_  
Shari Kamali  
City Manager

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

You are required to return an acknowledged copy of this Notice of Award to the City Manager.

END OF SECTION

# NOTICE TO PROCEED

## PUBLIC PROFESSIONAL SERVICES CONTRACT

### PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-22

TO:

DATE:

PROJECT DESCRIPTION: **PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-22** in accordance with Plans and specifications, if any, as may be prepared in whole or in part by CONSULTANT, referenced in the Supplementary Conditions and Contract Documents.

You are hereby notified to commence Work in accordance with the Contract dated \_\_\_\_\_, on or before \_\_\_\_\_. You are to complete the work within **N/A**. The date of completion of all Work is therefore \_\_\_\_\_ 20\_\_\_\_\_.

City of South Miami

BY: \_\_\_\_\_

\_\_\_\_\_  
(print name)  
City Manager, or designee

### ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

**EXHIBIT I**  
**SCOPE OF SERVICES**  
**ATTACHMENT A**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

***I. Scope of Work***

The City of South Miami (City) is seeking proposals from an experienced and capable Public Relations Consultant (Consultant) for the purpose of entering into an agreement with an individual or firm for services that include editorial and graphic production, and distribution related to an Email Communications Campaign.

The Consultant will be responsible for creating bi-weekly City News and Updates; a total of 24 issues per year, to be posted on the City's website and distributed via e-mail communication to those who subscribe. The Consultant will be responsible for proposing content to the City Manager's Office for the bi-weekly newsletter. Content may include, but is not limited to City projects, County news affecting City residents, upcoming City events, and health and safety advisories.

City staff will approve or disprove drafts of the newsletter content provided by the Consultant in a timely manner and will continue to expect updated drafts/revisions until final approval is given. Expected distribution date on a bi-weekly basis, every other Thursday.

***II. Sample***

Samples of the current City News & Updates can be found by visiting: <https://www.southmiamifl.gov/95/CITY-NEWS-UPDATES>. The samples are provided as a reference only and may be altered based on Consultant's recommendation and City staff's approval.

***III. Vendor's Qualifications, Experience & References***

All Vendors submitting a proposal must have at least 3 years prior experience in Public Relations or related field. The vendor must also submit sample document(s) of previous work designed and/or printed.

***IV. Contract Period:***

A contract will be awarded for a one (1) year period. At the discretion of the City Manager, the contract may be extended for four (4), one (1) year options-to-renew, for a total term of five (5) consecutive years.

***V. Proposal:***

Respondents shall submit a sample "**City News Update Issue.**" The Issue may be written and formatted in any way the Consultant deems appropriate.

The City reserves the right to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or Solicitation procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other

than to one who provided the lowest Proposal Price or, if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

END OF SECTION



## EXHIBIT 2

### **INSURANCE & INDEMNIFICATION REQUIREMENTS PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-22**

#### Insurance

- A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) must procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY may be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization is at the CITY's sole and absolute discretion. The FIRM must purchase insurance from and must maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

**Firm's Insurance Generally.** The FIRM must provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

**Workers' Compensation Insurance** at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM must further ensure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

**Commercial Comprehensive General Liability** insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

**Umbrella Commercial Comprehensive General Liability** insurance must be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard

- (d) Explosion, Collapse and Underground Hazard Coverage
- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

**Business Automobile Liability** with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

**Subcontracts:** The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract must contain the same insurance provision as set forth in these insurance and indemnification requirements, other than the Fire and Extended Coverage Insurance and substituting the word Subcontractor for the word FIRM where applicable.

**Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:**

- A. In the event that this contract involves the construction of a structure, FIRM must maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies must also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy must be in the name of the CITY and the CONTRACTOR, as their interest may appear, and must also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in the Miscellaneous section below apply to this coverage unless it would be clearly not applicable.

**Miscellaneous:**

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM is responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM must eliminate or reduce such deductible or the FIRM must procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies must contain waiver of subrogation against CITY where applicable, must expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies must contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering FIRM's duty to indemnify the City as provided in this Agreement.
- D. Before starting the Work, the FIRM must deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer must be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article I of this document) which must include the declaration page and all required endorsements. In addition, the FIRM must deliver, at the time of delivery of the insurance certificate, the following endorsements:
  - (1) a policy provision or an endorsement with substantially similar provisions as follows:

“The City of South Miami is an additional insured. The insurer must pay all sums that the City of South Miami becomes legally obligated to pay as damages because of ‘bodily injury’, ‘property damage’, or ‘personal and advertising injury’ and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B”;

- (2) a policy provision or an endorsement with substantially similar provisions as follows:

“This policy must not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification must be delivered to the City by certified mail, with proof of delivery to the City.”

- E.** If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM must also provide Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM becomes legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance must be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance may be issued by a surplus lines carrier unless authorized in writing by the city at the city’s sole, absolute and unfettered discretion.

### **Indemnification Requirement**

A. FIRM accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY’s property due to the negligence or other fault of FIRM or anyone acting through or on behalf of FIRM.

B. FIRM must indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney’s fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of FIRM, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of FIRM’s obligations under this AGREEMENT.

C. FIRM must pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney’s fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of FIRM, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of FIRM’s obligations under this AGREEMENT.

D. FIRM agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns are to be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY’s property. In reviewing, approving or rejecting any submissions or acts of FIRM, CITY in no way assumes or shares responsibility or liability for the acts or omissions of FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. FIRM has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph must apply and this

subparagraph must set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

END OF SECTION

**EXHIBIT 3**  
**RESPONDENTS BID FORM**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

THIS PROPOSAL IS SUBMITTED TO:

Shari Kamali  
 City Manager  
 City of South Miami  
 6130 Sunset Drive  
 South Miami, FL 33143

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PROPOSAL SUBMITTED BY:

Company	Telephone Number
Name of Person Authorized to Submit Proposal	E-mail Address

1. If this Proposal, including **Exhibit 3** and **Exhibit 4**, is accepted, the undersigned Respondent agrees to enter into a Contract with the City of South Miami in the form included in this Solicitation Package and to perform and furnish all work as specified or indicated in this Solicitation, including as set forth in **Exhibit I (Scope of Services, Attachment A)**, and **Exhibit 3** for the Proposed Price as set forth below or in **Exhibit 4**, within the Contract Time and in accordance with the other terms and conditions of the Solicitation Package.
2. Respondent accepts all of the terms and conditions of the Solicitation and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal/E-bid Bond, if required. This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening. The Respondent, by signing and submitting this proposal, agrees to all of the terms and conditions of the form of contract that is a part of the Solicitation package with appropriate changes to conform to the information contained in this E-bid Form. Respondent agrees to sign and submit the Bonds, if required by this Solicitation, required insurance documents, and other documents required by the Solicitation, including the Contract if not already submitted, within ten (10) calendar days after the date of the City's Notice of Award.
3. In submitting this Proposal, Respondent represents that:
  - a. Respondent has examined copies of all the Solicitation Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

- b. Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - c. Respondent has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if any conflicts, errors or discrepancies have been found and notice given, the Respondent represents, by submitting its proposal to the City, that the Respondent has received sufficient notice of the resolution thereof from the City, that such resolution is acceptable to Respondent and that the Respondent waives any claim regarding the conflicts, errors or discrepancies.
  - d. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted pursuant to any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other

Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from responding; and Respondent has not sought by collusion or otherwise to obtain for itself any advantage over any other Respondent or over the CITY.

- 4- Respondent understands and agrees that the Contract Price is the amount that it needs to furnish and install all the Work complete and in place. The Schedule of Values, if required, is provided for the purpose of Proposal Evaluation and when initiated by the CITY, it will form the basis for calculating the pricing of change orders. The Contract Price may not be adjusted in any way to result in a deviation from the Schedule of Values, except to the extent that the CITY changes the Scope of the Work after the Contract Date. As such, the Respondent must furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place, Project for the Proposal Price. If this Solicitation requires the completion of a **Respondent Cost and Technical Proposal, EXHIBIT 4** as may be set forth in an exhibit to this Solicitation, such proposal must be attached to this E-bid Form and will take the place of the Lump Sum Price.
5. Insert the following information for future communication with you concerning this Proposal:

RESPONDENT: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Contact Person \_\_\_\_\_

6. The terms used in this Proposal which are defined in the Contract have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this Solicitation Package.
7. If a **Respondent's Cost & Technical Proposal** is required by the Solicitation, Respondent hereby certifies that all of the facts and responses to the questions posed in the **Respondent's Cost & Technical Proposal, EXHIBIT 4**, if such an exhibit is made a part of the Solicitation, are true and correct and are hereby adopted as part of this **E-bid Form**, and are made a part of this proposal, by reference.
8. By submitting this proposal, I, on my own behalf and on behalf of the business that I represent, hereby agree to the terms of the form of contract contained in the Solicitation package and I agree to be bound by those terms, with any appropriate blank boxes, if any, checked and any blank lines filled in with the appropriate information contained in the Solicitation Documents and this Proposal, or such information that the City and I have agreed upon in the course of contract negotiations and which have been confirmed by the City in writing, including e-mail confirmation, if any.
9. I hereby certify under penalties of perjury that I am the lawful representative of the business entity referenced in this E-bid Form, that I have authority to E-bid for that entity, that I have authority to sign contracts for that entity and bind it to those contract terms and that all of the information and representations contained herein are true and correct.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print title]

END OF SECTION

**EXHIBIT 4**  
**RESPONDENTS COST & TECHNICAL PROPOSAL**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

Respondents to this RFP must complete and include the Respondent’s Cost and Technical Proposal, in accordance with **Exhibit 1, Scope of Services, Attachment A**, with their submittal. **Failure to do so shall render the Proposal non-responsive and the Proposal shall be rejected from further consideration.** Respondents shall submit a “Lump Sum” proposal for each year of the five-year agreement.

A contract will be awarded for a one (1) year period. At the discretion of the City Manager, the contract may be extended for four (4), one (1) year options-to-renew, for a total of five (5) consecutive years. All work shall be in accordance with **Attachment “A,” “Scope of Services.”**

**YEAR 1:**     \$ \_\_\_\_\_

**YEAR 2:**     \$ \_\_\_\_\_

**YEAR 3:**     \$ \_\_\_\_\_

**YEAR 4:**     \$ \_\_\_\_\_

**YEAR 5:**     \$ \_\_\_\_\_

**TOTAL:**     \$ \_\_\_\_\_

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PROPOSAL SUBMITTED BY:

Company	Telephone Number
Name of Person Authorized to Submit Proposal	Fax Number
Signature	Email Address
Title	

END OF SECTION

**EXHIBIT 4A**  
**RESPONDENTS RESPONSE TO SUPPLEMENTAL INSTRUCTIONS  
AND RESPONSE TO THE SOLICITATION FORMAT FOR  
RESPONDENT**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**



**EXHIBIT 5**  
**EVALUATION SELECTION**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

**Scoring and Ranking**

**Phase I - Competitive Selection-Ranking; maximum 100 points per committee member.** Proposals will be evaluated by an Evaluation Selection Committee which will evaluate and rank proposals on the technical criteria listed below. The Evaluation Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. Respondents deemed as best suited and qualified will be selected by The Evaluation Selection Committee for discussion and/or presentations, ranking and subsequent negotiations with the highest ranked consultant.

The criteria are itemized with their respective weights for a maximum total of **one hundred (100) points** per Evaluation Selection Committee member.

The **Technical Criteria** used for determining qualifications for ranking include:

1. Qualifications, competency and technical expertise of the firm and personnel to perform the services in accordance with the Scope of Services:  
**Maximum Points: 25**
2. Format, professional appearance and layout of the Respondent provided "Sample City News Update Issue" as described in the Scope of Services:  
**Maximum Points: 30**
3. Pricing. How does the proposed bid price compare **a)** to other proposals and **b)** to previous contract bid(s), current market trends and/or studies:  
**Maximum Points: 20**
4. Samples of work and related past and/or current experience:  
**Maximum Points: 20**
5. References/Good-standing with previous clients:  
**Maximum Points: 10**

**Phase II - Oral Presentations**

Upon completion of the criteria evaluation indicated above by the Evaluation Selection Committee, including rating and ranking, the Evaluation Selection Committee may choose to conduct an oral presentation and/or interviews with the Respondent (s) which the Evaluation Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters; based on the preliminary rating and rankings, and/or maintaining competition.

Upon completion of the oral presentation(s) and/or interviews, the Evaluation Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation.

END OF SECTION

**EXHIBIT 6**  
**PROFESSIONAL SERVICE AGREEMENT**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of South Miami, a municipal corporation of the State of Florida (hereinafter referred to as Owner) by and through it is City Manager (hereinafter referred to as City) and \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as the "CONSULTANT"). In consideration of the premises and the mutual covenants contained in this Agreement, the City of South Miami, through its City Manager, and the CONSULTANT agree to the following terms and conditions:

**1.0 General Provisions**

**1.1** A Notice to Proceed will be issued by the City Manager, or his designee, following the signing of this Agreement. This Agreement does not confer on the CONSULTANT any exclusive rights to perform work on behalf of the Owner other than the work described in Notice to Proceed (hereinafter referred to as the "WORK"), nor does it obligate the Owner in any manner to guarantee work for the CONSULTANT.

**1.2** The City agrees that it will furnish to the CONSULTANT all necessary and available documents in the possession or control of the City pertaining to the WORK to be performed under this Agreement promptly and upon request of the CONSULTANT after the issuance of the Notice to Proceed.

**1.3** The Solicitation documents for PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-XX are attached hereto as **Exhibit 3**.

**2.0** This Agreement and the Solicitation, Scope of Services, and Insurance & Indemnification Requirements take precedence over the response to the City's PUBLIC RELATIONS CONSULTANT SERVICES RFP #HR2020-XX.

**3.0 Scope of Services** The scope of services is as set forth in the solicitation documents or as set forth in the attached as **Exhibit 1, Attachment A which are identical to RFP Exhibit 1, Attachments A**.

**4.0 Time for Completion**

**4.1** The services to be rendered by the CONSULTANT for any WORK must be commenced upon receipt of a written Notice to Proceed from the City subsequent to the execution of this Agreement and must be completed within the time based on reasonable determination, stated in the said Notice to Proceed or as otherwise agreed to in writing and signed by the parties to this Agreement.

**4.2** A reasonable extension of time will be granted in the event there is a delay on the part of the City in fulfilling its part of the Agreement, change of scope of work or should any other events beyond the control of the CONSULTANT render performance of its duties impossible.

**5.0 Basis of Compensation:** The fees for services of the CONSULTANT will be determined by one of the following methods or a combination thereof, as mutually agreed upon by the City and the CONSULTANT.

**5.1 A fixed sum:** The fee for a task or a scope of work may be a fixed sum as mutually agreed upon by the City and the CONSULTANT and if such an agreement is reached, it must be in writing, signed by the CONSULTANT and attached hereto as **Exhibit \_\_\_\_**;

**5.2 Hourly rate fee:** If there is no fixed sum or if additional work is requested without an

agreement as to a fixed sum, the City agrees to pay, and the CONSULTANT agrees to accept, for the services rendered pursuant to this Agreement, fees in accordance with the hourly rates that will include all wages, benefits, overhead and profit and it must be in writing, signed by the CONSULTANT and attached hereto as **Exhibit \_\_\_\_**.

- 6.0 Payment and Partial Payments.** The City will make monthly payments or partial payments to the CONSULTANT for all authorized WORK performed during the previous calendar month as set forth in **Exhibit \_\_\_\_** schedule of payment or, if no schedule of payment is attached to this Agreement then payment will be made, 30 days following the receipt of CONSULTANT's invoice, as the work progresses but only for the work actually performed.
- 7.0 Right of Decisions.** All services must be performed by the CONSULTANT to the satisfaction of the City Manager, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services, and the character, quality, amount and value. The City Manager's decisions upon all claims, questions, and disputes will be final, conclusive and binding upon the parties.
- 8.0 Ownership of Documents.** All reports, documents, plans, information and data developed by the CONSULTANT for the purpose of this Agreement will become the property of the City without restriction or limitation.
- 9.0 Audit Rights.** The City reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the execution of the WORK and for a period of one year after final payment is made. This provision is applicable only to projects that are paid on a time or cost basis.
- 10.0 Subletting.** The CONSULTANT may not assign or transfer its rights under this Agreement without the express written consent of the City. The City will not unreasonably withhold and/or delay its consent to the assignment of the CONSULTANT's rights. The City may, in its sole discretion, allow the CONSULTANT to assign its duties, obligations and responsibilities provided the assignee meets all the City's requirements to the City's sole satisfaction. The CONSULTANT may not subcontract this Agreement or any of the services to be provided by it without prior written consent of the City. Any assignment or subcontracting in violation hereof will be void and unenforceable.
- 11.0 Unauthorized Aliens:** The employment of unauthorized aliens by the CONSULTANT is considered a violation of Federal Law. If the CONSULTANT knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. This applies to any sub-CONSULTANT used by the CONSULTANT as well. The City reserves the right at its discretion, but does not assume the obligation, to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or providing the goods and/or services for or on behalf of the City including persons employed by any independent contractor. By reserving this right, the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.
- 12.0 Warranty.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City will have the right to annul this contract without liability.
- 13.0 Termination.** It is expressly understood and agreed that the City may terminate this

Agreement for any reason, or no reason, and without penalty, by either declining to issue Notice to Proceed authorizing WORK, or, if a Notice to Proceed is issued, City may terminate this Agreement by written notice to CONSULTANT, and in either event the City's sole obligation to the CONSULTANT will be payment for the work previously authorized and performed in accordance with the provisions of this Agreement. Payment will be determined based on the work performed by the CONSULTANT up to the time of termination. Upon termination, the City will be entitled to a refund of any monies paid for any work that was not performed.

- 14.0**Term. The initial Contract will commence on the date set forth in the Notice to Proceed and will continue for a period of **one (1) year** with an opportunity for the City to extend the Contract, at the City Manager's discretion, for **four (4) one-year Option to Renew**, (renewal period,) for a term not to exceed five (5) consecutive years, at the same terms, conditions and prices. This Agreement will remain in force until the end of the term, which includes all authorized renewals, or unless otherwise terminated by the City.
- 15.0**Default. In the event either party fails to comply with the provisions of this Agreement, the aggrieved party may declare the other party in default and notify the defaulting party in writing. If City is in default, the CONSULTANT will only be compensated for any completed professional services and CONSULTANT will not be entitled to any consequential or delay damages. In the event partial payment has been made for such professional services not completed, the CONSULTANT must return such sums to the City within ten (10) days after notice that said sums are due. In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party will bear its own costs and legal fees.
- 16.0**Insurance and Indemnification. The CONSULTANT agrees to comply with City's **Insurance and Indemnification requirements that are set forth in Exhibit 2 which is identical to RFP Exhibit 2**
- 17.0**Agreement Not Exclusive. Nothing in this Agreement is intended to prevent the City from employing other CONSULTANTS to perform the same or similar services.
- 18.0**Codes, Ordinances and Laws. The CONSULTANT agrees to abide and be governed by all duly promulgated and published municipal, County, state and federal codes, statutes, ordinances, rules, regulations and laws which have a direct bearing on the WORK involved on this project.
- 19.0**Taxes. CONSULTANT is responsible for payment of all federal, state, and/or local taxes related to the Work, inclusive of sales tax if applicable.
- 20.0**Drug Free Workplace. CONSULTANT must comply with City's Drug Free Workplace policy which is made a part of this Agreement by reference.
- 21.0**Independent Contractor. CONSULTANT is an independent entity under this Agreement, and nothing contained herein will be construed to create a partnership, joint venture, or agency relationship between the parties.
- 22.0**Duties and Responsibilities. CONSULTANT agrees to provide its services during the term of this Agreement in accordance with all applicable laws, rules, regulations, of the federal, state, and City, which may be applicable to the service being provided.
- 23.0**Licenses and Certifications. CONSULTANT must secure all necessary business and professional licenses at its sole expense prior to executing the Agreement.
- 24.0**Change Orders: No additional Work or extras may be done unless the same is duly authorized in writing and in advance of the work by the City Manager and in accordance with the Contract Documents and approved by the City Attorney as to form and legality. However, the City Manager's authority to approve a change in the work may not exceed \$5,000 in total, taking into consideration all the prior changes, if any.

- 25.0**Entire Agreement, Modification, and Binding Effect: This Agreement constitutes the entire agreement of the parties, incorporates all the understandings of the parties and supersedes any prior agreements, understandings, representation or negotiation, whether written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. If this Agreement is required to be approved by the City Commission, then upon approval by resolution of the City Commission, the City Commission will be deemed to be a party hereto. This Agreement is binding upon and inures to the benefit of the City of South Miami and CONSULTANT and to their respective heirs, successors and assigns. No modification or amendment of any terms or provisions of this Agreement will be valid or binding unless it complies with this paragraph. This Agreement, in general, and this paragraph may not be modified or amended by acts or omissions of the parties. If this Agreement was required by ordinance or the City Charter to be approved by the City Commission, no amendment to this Agreement will be valid unless approved by the City Commission.
- 26.0**Jury Trial. City and CONSULTANT knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of this Agreement or the performance of the Work thereunder.
- 27.0**Validity of Executed Copies. This Agreement may be executed in several counterparts, each of which will be construed as an original.
- 28.0**Rules of Interpretation: Throughout this agreement the pronouns that are used may be substituted for male, female or neuter, whenever applicable and the singular words substituted for plural and plural words substituted for singular wherever applicable.
- 29.0**Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance are, to any extent, deemed to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby and each and every other term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 30.0**Cumulative Remedies: The duties and obligations imposed by the contract documents, if any, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONSULTANT by the Contract Documents, if any, and this Agreement and the rights and remedies available to the City hereunder, will be in addition to, and will not be construed in any way as a limitation of, any rights and remedies available at law or in equity, by special guarantee or by other provisions of the Contract Documents, if any, or this Agreement. In order to entitle any party to exercise any remedy reserved to it in this Agreement, or existing in law or in equity, it will not be necessary to give notice, other than such notice as maybe herein expressly required. No remedy conferred upon or reserved to any party hereto, or existing at law or in equity, will be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default may impair any such right or power nor may it be construed to be a waiver thereof, but any such right and power may be exercised from time to time as often as may be deemed expedient.
- 31.0**Non-Waiver. City and CONSULTANT agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party will operate as a waiver of any right, power, or privilege under this Agreement. No waiver of this Agreement, in whole or part, including the provisions of this paragraph, may be implied

by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this Agreement. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach. The failure to enforce this Agreement as to any breach or default will not act as a waiver of any subsequent breach or default.

- 32.0**No Discrimination and Equal Employment: No action may be taken by the CONSULTANT, nor will it permit any acts or omissions which result in discrimination against any person, including employee or applicant for employment on the basis of race, creed, color, ethnicity, national origin, religion, age, sex, familial status, marital status, ethnicity, sexual orientation or physical or mental disability as proscribed by law and that it will take affirmative action to ensure that such discrimination does not take place. The CONSULTANT must comply with the Americans with Disabilities Act and it will take affirmative action to ensure that such discrimination does not take place. The City of South Miami's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices in general. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. By signing this Agreement, the CONSULTANT hereby certifies under penalty of perjury, to the City, that CONSULTANT follows all applicable regulations and laws governing employment practices.
- 33.0**Governing Laws. This Agreement and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.
- 34.0**Effective Date. This Agreement will not become effective and binding until it has been executed by both parties hereto, and approved by the City Commission if such approval is required by City's Charter or City Ordinance, and the effective date will be the date of its execution by the last party so executing it.
- 35.0**Third Party Beneficiary. It is specifically understood and agreed that no other person or entity may be a third party beneficiary hereunder, and that none of provisions of this Agreement are for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto will have any rights hereunder.
- 36.0**Further Assurances. The parties hereto agree to execute all other and further documents as might be reasonably necessary to ratify, confirm, and effectuate the intent and purposes of this Agreement.
- 37.0**Time of Essence. Time is of the essence of this Agreement.
- 38.0**Interpretation. This Agreement may not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.
- 39.0**Force Majeure. Neither party hereto may be in default of its failure to perform its obligations under this Agreement if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated. Each party must notify the other of any such occurrence.
- 40.0**Subcontracting: If allowed by this Agreement, the CONSULTANT will be as fully responsible to the City for the acts and omissions of its subcontractors/subconsultants as it is for the acts and omissions of people directly employed by it. All subcontractors' and subconsultants' Agreements, if allowed by this Agreement, must be approved by the City. The CONSULTANT must require each subcontractor, who is approved by the City, to agree in the subcontract to observe and be bound by all obligations and conditions of this Agreement to which CONSULTANT is bound.

**41.0 Public Records:** CONSULTANT and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the City and the CONSULTANT, under such conditions, must incorporate this paragraph in all of its subcontracts for this Project and must: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; (d) Upon completion of the contract, meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT will, upon Termination of the contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: [npayne@southmiamifl.gov](mailto:npayne@southmiamifl.gov); 6130 Sunset Drive, South Miami, FL .33143.**

**42.0 Notices.** Whenever notice is required or permitted herein, it must be delivered by hand delivery, e-mail (or similar electronic transmission), facsimile transmission or certified mail, with return receipt requested and will be deemed delivered on the date shown on the e-mail or delivery confirmation for any facsimile transmission or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the City, a copy must be stamped with the official City receipt stamp showing the date of deliver; otherwise the document will not be considered to have been delivered. Notices must be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To City:	City Manager, 6130 Sunset Dr. South Miami, FL 33143 Fax: E-mail: <a href="mailto:skamali@southmiamifl.gov">skamali@southmiamifl.gov</a>
With copies to:	City Attorney 6130 Sunset Dr. South Miami, FL 33143 Fax: (305) 341-0584 <a href="mailto:tpepe@southmiamifl.gov">E-mail: tpepe@southmiamifl.gov</a>

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**43.0** Corporate Authority: The CONSULTANT and its representative who signs this Agreement hereby certifies under penalty of perjury that the CONSULTANT and its representative have, and have exercised, the required corporate power and that they have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and that this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONSULTANT hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

**IN WITNESS WHEREOF**, this Agreement is accepted and subject to the terms and conditions set forth herein.

CONSULTANT

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name Above)

ATTESTED:

City of South Miami

By: \_\_\_\_\_  
Nkenga A. Payne, CMC  
City Clerk

By: \_\_\_\_\_  
Shari Kamali  
City Manager

Read and Approved as to Form, Language,  
Legality and Execution thereof:

By: \_\_\_\_\_  
Thomas F. Pepe  
City Attorney

END OF SECTION



**EXHIBIT 7**  
**City of South Miami E-bid Protest Procedures**  
**RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS**  
**(FORMAL PROCEDURE)**  
**PUBLIC RELATIONS CONSULTANT SERVICES**  
**RFP #HR2020-22**

The following procedures will be used for resolution of protested solicitations and awards. The word “E-bid”, as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

(a) Notice of Intent to Protest. Any actual or prospective E-bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any E-bid specifications or any E-bid solicitation shall file a written notice of intent to file a protest with the City Clerk’s office within three calendar days prior to the date set for opening of E-bids. A notice of intent to file a protest is considered filed when received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible E-bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk’s office within three calendar days after the City Commission meeting at which the recommendation is considered for action. A notice of intent to file a protest is considered filed when received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt.

(b) Protest of solicitation. A protest of the solicitation or award must be in writing (“Protest Letter”) and submitted to the City Clerk’s office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of \$1,000 are both timely received by the City Clerk’s office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk’s office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk’s office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of \$1,000 is received by the City Clerk’s office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk’s office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.

(c) Computation of time. No time will be added to the above time limits for service by mail. 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 next day which is not a Saturday, Sunday, or legal holiday.

(d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City’s determination of what is in the City’s best interest which is one of the criteria for selecting an E-bidder whose offer may not be the lowest E-bid price.

(e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest Letter. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (e) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season.

**END OF DOCUMENT**