

# EXHIBIT A

# MIAMI BEACH

City of Miami Beach, 1755 Meridian Avenue, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490

## INVITATION TO QUOTE

ITQ 2024-XXXX-XX

Executive Search Consultant – City Manager

April X, 2024

### Section 1: Purpose

This ITQ seeks proposals from qualified **Executive Search Consultant(s)** to recruit a City Manager for the City of Miami Beach (“City”). A detailed scope of employment for this position is described in the attached job posting. Proposals are to be submitted in accordance with Section 2.4. The City will select the respondent that in its sole discretion is deemed to be the most qualified, which may, without limitation, include the following considerations:

- (1) The ability, capacity, and skill of the respondent to perform the contract.
- (2) Whether the respondent can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the respondent.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

The City may engage the selected consultant to provide services for other senior-level vacancies. Award of ITQ does not grant the successful firm(s) exclusive rights or any guarantee of work to provide the services. A budget or expectation of cost has not been developed for the anticipated services. **However, the maximum expenditure allowed under this ITQ over the term of any resulting agreement is limited to \$100,000.**

**1.1 ITQ CONTACT.** Any questions or clarifications concerning this ITQ shall be submitted to the Contact noted below:

<b>Contact:</b>	<b>Telephone:</b>	<b>Email:</b>
Rafael Granado	305-673-7000 ext. 26451	<a href="mailto:RafaelGranado@miamibeachfl.gov">RafaelGranado@miamibeachfl.gov</a>

### Section 2: Submittal Instructions

**2.1 ELECTRONIC RESPONSES ONLY.** Only electronic responses to this ITQ will be considered. The City utilizes Periscope S2G (formerly known as BidSync) ([www.periscopeholdings.com](http://www.periscopeholdings.com) or [www.bidsync.com](http://www.bidsync.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of an addendum to this ITQ. Any prospective Bidder(s) who has received this ITQ by any means other than through Periscope S2G must register immediately with Periscope S2G to ensure it receives any addendum issued to this ITQ. Failure to receive an addendum may result in disqualification of the bid submitted.

Hard copy bids or bids received through email or facsimile are not acceptable and will be rejected. A bidder may submit a modified bid to replace all or any portion of a previously

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submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to ensure that its bid, including all attachments, is uploaded successfully.

Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll-free) or [S2G@periscopeholdings.com](mailto:S2G@periscopeholdings.com). The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issues.

**2.2 NON-RESPONSIVENESS:** Failure to submit the following requirements with the bid or the deadline for responses shall determine non-responsiveness. Non-responsive bids will not be considered.

- a. Bid Submittal Questionnaire (The questionnaire is not a part of the ITQ it is an online fillable form that must be completed and submitted electronically via Periscope S2G.)
- b. Cost Proposal
- c. Compliance with Minimum Requirements (if applicable to this ITQ).

**2.3 Omitted or Additional Information.** Except for the Bid Submittal Questionnaire (completed and submitted electronically), the City reserves the right to seek any omitted information/documentation or any additional information from the consultant or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the consultant to perform. Failure to submit any omitted or additional information in accordance with the City's request shall result in the response being deemed non-responsive.

**2.4 ELECTRONIC BID RESPONSE FORMAT.** In order to maintain comparability and facilitate the review process of bids, it is strongly recommended that bids be submitted in accordance with the required information specified below. The electronic submittal should be submitted as enumerated below and contain the required information. The electronic bid shall be submitted through the "Line Items" attachment tab in Periscope S2G.

**BID SUBMITTAL** The bid submittal is to include the following:

- **Bid Submittal Questionnaire.** (The questionnaire is not a part of the ITQ line items, it is an online fillable form that must be completed and submitted electronically via Periscope S2G.)
- **ITEM 1 Cover Letter.** A cover letter to indicate the name and contact information of the submitting firm or individual, including address, primary telephone number, and email address. Information regarding the respondent and its team, including but not limited to firm name, years in business, principals, headquarter and local office details, and the primary contact for any matters relating to the ITQ, including name, position, and contact information.

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**1.1 Lead Representative.** Provide the name, resume, and location of the firm representative that would be lead on this engagement if selected.

- **ITEM 2 Compliance with Minimum Requirement(s).** Submit information documenting compliance with the minimum requirements specified in section 4.
- **ITEM 3 Experience and Qualifications.** Submit detailed information regarding the consultant's history, relevant experience, and proven record of providing a similar scope of services, as identified in this ITQ by submitting the following:

**3.1 Previous Similar Experience.** List all federal, state, or local public sector agencies recruitments for a City Manager or other comparable chief executive officer vacancies for which the firm has been retained in the last five (5) years. For each recruitment, provide the following information: 1) agency; 2) client primary contact, including telephone and email; 3) summary of engagement; 4) dates of engagement; 5) name of individual placed; 6) fees received from agency and/or individual placed.

**3.2 Previous Similar Experience in Florida.** List all recruitments for a City Manager or other comparable chief executive officer vacancies for which the firm has been retained by a Florida agency in the last five (5) years. For each recruitment, provide the following information: 1) agency; 2) client primary contact, including telephone and email; 3) summary of engagement; 4) dates of engagement; 5) name of individual placed; 6) fees received from agency and/or individual placed.

**3.3 Other Related Experience.** List all recruitments for other chief executive officers and senior-level vacancies for federal, state, or local public sector agencies for which the firm has been retained in the last five (5) years. For each recruitment, provide the following information: 1) agency; 2) client primary contact, including telephone and email; 3) summary of engagement; 4) dates of engagement; 5) name of individual placed; 6) fees received from agency and/or individual placed.

- **ITEM 4 Proposed Work Plan.** Provide a work plan that includes an overview and explanation of the major milestones the firm would recommend for this engagement. The final scope of work will be negotiated with the selected firm.
- **ITEM 5 Cost Proposal.** Provide a breakdown of fees for the engagement. Final fees may be negotiated with the selected firm.

**2.5 DEADLINE FOR SUBMITTAL OF QUOTES: May X, 2024 AT 3 P.M.**

Any response to this ITQ received after 3:00 p.m. on this day will be considered late & not accepted. The City does not accept responsibility for delays, natural or otherwise.

**2.6 DEADLINE FOR RECEIPT OF QUESTIONS: May X, 2024, AT 10 A.M.**

Any questions or clarifications concerning this quote shall be submitted by no later than 10 a.m. on this day. All responses to questions will be sent to all prospective bidders in the form of an addendum. No questions will be received verbally or after said deadline.

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## Section 3: Evaluation and Award

**3.1 Evaluation of Responses.** Responsive bids will be evaluated on qualifications, scope, methodology, and cost. The City may select the Bidder that it deems to have offered the best combination of qualifications, the scope of services, and the bid proposal. The City shall evaluate all responses based on the Bidder's qualifications and the extent to which the bidder's services meet the City's needs and concerns, are of high quality, adhere to best practice standards, and are economically feasible. Following receipt and review of the responses submitted to this Invitation to Quote, the City reserves the right to contact such Bidder (or Bidders) as the City, in its sole discretion and determination, may wish to interview, in further determining the most qualified Bidder (or Bidder) to perform the required consultation and other related professional services solicited according to this process.

**3.1.1 Method of Award.** In making a selection, the City shall, in addition to qualifications, scope, and price, consider the following:

- a. The ability, capacity, and skill of the bidder to perform the services described herein.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- c. The quality of performance previously described herein.
- d. The price offered by the bidder to perform the services described herein.

**3.2 Result of ITQ.** The City is not required to act upon any information obtained through this ITQ. However, the City reserves the right to negotiate an agreement or issue a Purchase Order pursuant to this ITQ to the respondent deemed to be in the best interest of the City.

**3.3 Negotiations.** Following selection, the City reserves the right to enter into further negotiations with the selected Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders that no property, contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

## Section 4: Minimum Requirements

**4.1** The Bidder must have a minimum of three (3) years of recruitment experience, preferably for federal, state, or local public sector agencies.

**Submittal requirement:** For each contract that complies with the requirement above, submit the name, detailed contract description, start and completion dates, contract agency, and project contact information (phone and email)

## Section 5: Specifications

The Scope of Work for the **Executive Search Consultant** will be guided by the Proposed Timeline for the recruitment of a new City Manager as requested by the City Commission at the meeting of April X, 2024 (attached), and includes the following services as a minimum but is not limited to:

- 5.1 Develop a work plan and timeline to carry out the scope of work.
- 5.2 Conduct a national search for highly qualified candidates for the position of City Manager including outreach to encourage qualified applicants to apply.

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- 5.3 Send out and receive all application materials and documents.
- 5.4 Review resumes for education, experience, and qualifications followed by telephone interviews to clarify each applicant's experience and prepare a written summary of the most promising candidates.
- 5.5 Research personal, professional, and academic qualifications thoroughly and discreetly, including without limitation conducting the appropriate background, security, and credit checks or investigations.
- 5.6 Evaluate candidates for serious consideration by conducting discreet, in-depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in relation to the job description prepared by the City.
- 5.7 Consolidate the findings of the final shortlisted candidates in clear, objective profiles detailing the following: Current situation, experience, and skills and performance that are directly appropriate to the position.
- 5.8 Assist the City in developing a set of interview questions that reflect identified criteria and characteristics.
- 5.9 Finalize a process with the City for interviews and coordinate candidates' participation in interviews.
- 5.10 Develop and participate in the selection process, including meetings with the City Attorney, the City Clerk, select city staff, and City Commissioners.

## Section 6: Special Conditions

**6.1 Term:** It is expected that any resulting agreement shall be valid until \$100,000.00 has been expended.

**6.2 Any quantity or amounts specified is an estimate only and not a commitment or guarantee of the requirements of the City under this ITQ.** The vendor is not authorized to manufacture, produce, ship, or perform unless it has received a release of a request for a specific quantity of items specified in this ITQ by an authorized representative of the City. All invoice prices must be equal to or less than the unit and aggregate costs specified in the quote. The City shall not be obligated or liable for payments over the amounts released or requested pursuant to this ITQ.

**6.3** Acceptance of this ITQ constitutes acknowledgment and agreement by the vendor that, in connection with providing the above-referenced services/products on behalf of the City of Miami Beach, Florida, it agrees to indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of vendor, its officers, employees, agents, contractors, or any other person or entity acting under vendor's control or supervision, in connection with, related to, or as a result of vendor's performance under this ITQ. To that extent, the vendor shall pay all such claims and losses shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in defense of such claims and losses, including appeals.

**6.4 Payment Terms:** Successful Bidder shall invoice the City separately. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the invoice). Invoices shall include a detailed description of the Services (or parts thereof) provided

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and shall be submitted to the City at the following address:

**City of Miami Beach Finance Department – AP Division  
1700 Convention Center Drive 3rd Floor  
Miami Beach, Florida 33139  
Email: [Payables@miamibeachfl.gov](mailto:Payables@miamibeachfl.gov)**

**6.5 Insurance Requirements: See Appendix “A.”**

## **Section 7: Terms and Conditions:**

The following documents identify terms and conditions that together with the ITQ, inclusive of all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and the contract, and are complementary to one another and together establish the complete terms, conditions, and obligations of the Bidder and, subsequently, the awarded Bidder.

**SOLICITATION TERMS & CONDITIONS – GOODS & SERVICES.** By virtue of submitting a bid in response to this ITQ, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (Informal Solicitation date 10.27.22), incorporated herein, located at: <https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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## **APPENDIX "A"** Insurance Requirements



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## INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with a limit of no less than \$300,000.

**Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

**Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** – The contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH  
1700 Convention Center Drive  
Miami Beach, FL 33139

**Special Risks or Circumstances** - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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