



**Request For Qualifications
Event Production Firm**

RFQ No. 09-02

Alyce Robertson, Executive Director

**Submissions are due no later than
JULY 8, 2009**

**At
4:00 p.m.**

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

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

**Miami Downtown
Development Authority**

**REQUEST FOR QUALIFICATIONS
FOR PUBLIC RELATIONS FIRM**

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REQUEST FOR QUALIFICATIONS

REGISTRATION FORM

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

Name of Applicant: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-Mail: _____

Section 1.0 OVERVIEW

1.1 RFQ Objective

The Miami Downtown Development Authority of the City of Miami, Florida (DDA) is seeking a qualified event production firm to assist with development, management, and production of the DWNTWN Miami Concert Series. The qualifying firm may perform a range of potential duties including:

- Programming and Booking Services
- Furnish production equipment including lighting, back line, sound and staging equipment
- Provide onsite logistics and support each concert load-in and load -out
- Assist with Marketing, Sponsorship and Fundraising
-

1.2 About the DWNTWN Miami Concert Series

The DWNTWN Miami Concert Series is a free community event presented monthly at the Tina Hills Pavilion in Bayfront Park. The series runs from October 2009 through April 2010 presenting a concert on the second Friday of each month, excluding December. Concerts begin at 5:30pm and finish by 8:30pm. The series aims to present "Miami-centric" artists from a variety of musical genres, offering a musically diverse season. Attendance at events in the inaugural season ranged from 700 to 2200. Artists presented in the first season included:

- Afrobeta
- Chana
- Conjunto Progreso w/ Arturo Sandoval
- Jacob Jeffries Band
- Rachel Goodwich
- Sammy Figueroa
- Spam Allstars

1.3 The Miami Downtown Development Authority

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

The vision of the Miami DDA is to create a "new Downtown Experience" that will showcase all the quality of life advantages of urban living, business and investing opportunities in an exciting Downtown Miami setting and community that has the diversity, sense of place, economic vitality, and "round the clock" activity that makes great cities.

A 15-member Board of Directors composed of downtown business and property owners confirmed by the City of Miami Commission oversees the Miami DDA. The Miami DDA is principally funded by a one-half mil tax on private properties within its district, which currently generates approximately \$4 million to the Miami DDA annually. The Miami DDA also receives grants and inter-local government contracts which provides additional funding for Miami DDA projects.

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

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

Section 2.0 SCOPE OF WORK

The event production firm's work scope may include the following tasks:

- Programming services (suggestions and final booking of music performers)
- Develop a season budget and specific budget for each show in conjunction with Miami DDA staff
- Provide Miami DDA with all materials and receipts generated for the DWNTWN Concert Series.
- Coordination of actual performance production (stage, sound, lights, artist riders, sponsor signage, etc)
- Provide production equipment including but not limited to:, sound, lighting, staff, and items contained in artist technical rider
- Assist with venue load-in and load-out
- Coordinate with Miami DDA regarding logistical aspects of venue, City of Miami, police, permits, etc.
- Coordinate with Miami DDA and contract vendors, caterers, and licensed liquor purveyor
- Assist with development of patron database
- Full-Service on-site presence (i.e. logistics, volunteers, artist management)
- Develop sponsorship criteria
- Assist in fundraising outreach

Section 3.0 QUALIFICATIONS SUBMITTAL / REQUIREMENTS

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

3.1 Letter of Interest and Executive Summary

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

3.2 Respondent Profile

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

- Provide a brief history of your firm, including the year it was established.
- Provide the names and resumes of your firm’s principals. Indicate the amount of involvement the principal(s) will have on this account.
- Provide the resume of the team leader that will have the primary responsibility of managing the day-to-day oversight of this account. Include resumes on other key personnel that will work on this project.
- Provide a list of ongoing contracts/project with their current status and projected termination dates.
- Provide an organizational chart.
- Provide most recent annual report and related informational brochures.

3.3 Proposer's Past Performance, Experience, and Approach

Provide the following information regarding your firm:

- *Past Performance:*
 1. Describe the firm’s past performance and experience in the development and management of concert events for community in the local area and nationally.
 2. Describe the firm's past experience in developing a sponsorship program and obtaining sponsors for events.

- *Comparable Projects:* Provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past 5 years. Where possible, list and describe those projects performed for similar size public or private entities and any work performed for the Miami DDA. Please specify whether each project is completed or ongoing. The description should identify for each project:
 1. The client
 2. A description of work
 3. The duration of project
 4. The contact person and phone number for reference
 5. Roster of artists and attendance figures

3.4 References

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

3.5 Professional Services Agreement - Redline

Professional Services Agreement - Event Production Company for RFQ-09-0-2 is part of the submission package for this RFQ. Respondents should redline terms in the document that are not acceptable and supply the information requested for each exhibit as indicated.

For Exhibit B - FEE SCHEDULE, submit a template of your proposed billing structure for this agreement. (i.e. per hour, per day, per show, reimbursables, etc.) DO NOT INCLUDE ANY DOLLAR AMOUNTS OR BILLING RATES IN THIS SCHEDULE.

One copy of the "red-lined" and/or marked up Professional Services agreement should be submitted with the "Original" application.

Section 4.0 RFQ GENERAL CONDITIONS

4.1 Acceptance/Rejection

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

4.2 Miami DDA Not Liable for Delays

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

4.3 Contract Award and Miami DDA's Rights

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFQ, applicable City regulations and State Statute shall be awarded an opportunity to negotiate a contract ("Contract") with the Miami DDA. The Contract will be furnished by the Miami DDA, will contain certain terms as are in the Miami DDA's best interests, and may be executed for groups of projects or on a project by project basis. The Contract will include several provisions, including but not limited to, indemnification, insurance requirements, audit rights, open records compliance, and no discrimination. *All contracts to be executed are continuing contracts as that term is defined by the Consultant's Competitive Negotiation Act, §287.055, Florida Statutes, if applicable. The Miami DDA reserves the right to make specific task assignments for individual project(s) by subsequent Work Order(s) issued pursuant to the awarded Contract(s).*

4.4 Cost Incurred By Proposers

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

4.5 Legal Requirements

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

4.6 Local Preference

Local preference regarding this RFQ will be considered during the evaluation process for the provision of a specific service(s). The Local Preference Form in the back of this RFQ is to be completed by entities that have a City of Miami occupational license.

4.7 Non-Appropriation of Funds

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

4.8 Minimum Qualification Requirements

Each firm interested in responding to this Request for Qualifications must provide the information on the firm's qualifications and experience, qualifications of the project team, Project Manager's experience, and previous similar projects. **Submittals that do not respond completely to all requirements as stated in Section 3.0 of this document may be considered non-responsive and eliminated from the process.**

4.9 Public Entity Crimes

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

4.10 Resolution of Protests

Any respondent who perceives itself aggrieved in connection to this RFQ solicitation or proposal award of the contract may protest to the Executive Director: (i) within three days of issuance of the RFQ (if a protest of the RFQ solicitation); or (ii) within two days of the recommendation of the award by the Executive Director is received or known by the Proposer. A protest is limited to deviations from established selection/negotiation procedures set forth in the City of Miami Procurement ordinance. A protest may not be based upon or challenge the relative weight of the evaluation criteria, the formula for assigning points or from a simple disagreement with the opinion(s) of the Selection/Negotiation Committee or the Executive Director. A protest may not be based upon a failure to recommend a particular Proposer for funding.

The written protest must be timely delivered to the Executive Director within the time frame set forth herein. Late or mis-delivered protests cannot be considered. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or award is based, and shall include all pertinent documents and evidence.

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

4.11 Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Proposal is one which follows the requirements of the RFQ, includes all

documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

4.12 Collusion

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

4.13 Intellectual Property

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

Section 5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ package can be obtained as of June 22, 2009 by visiting, phoning, or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFQ is also available on Miami DDA's website: www.miamidda.com.

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

5.2 Communications

Miami DDA staff will communicate with potential Proposers regarding this RFQ only with regard to matters of process and procedure already contained in this RFQ document. Except for public hearings and scheduled presentations, contact with the Miami DDA regarding this RFQ or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been selected by the Selection Committee. All questions or requests for additional information must be asked and answered in writing. You may e-mail your questions to Hernandez@miamidda.com or fax them to 305-371-2423 Attn. Sandra Hernandez. To ensure that your request or question has been received, contact Sandra Hernandez at 305-579-6675 only to verify that the Miami DDA is in receipt of your request. The request must contain the RFQ title, Proposer's name, contact person name, address, phone number, and fax number. The Miami DDA will respond within 2 days. Responses to such questions or requests shall be furnished to all respondents in the form of an addendum to this RFQ.

Questions should be directed to:

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

5.3 Submittal Format

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

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

5.4 Registration Form

Please fill out and return the registration form contained herein via fax to 305-371-2423 Attn. Sandra Hernandez or send the information by e-mail to Hernandez@miamidda.com. This allows Miami DDA staff to log in Proposers accurately and communicate addenda, questions, and any other relevant information. The Miami DDA staff will contact you to verify the information on the registration sheet. If you do not receive a call within 48 hours of submitting a sheet, it may not have been received. Please submit another sheet to ensure that your firm can be contacted in necessary.

5.5 Delivery and Deadline

Hand carried submittals may be delivered to the above address **ONLY** between the hours of 9:00 a.m. and 5:00 p.m., Mondays through Fridays. Note that submittals are due at above address detailed in Section 5.3 on the date and at the time indicated in the timetable below. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. All submittals must be delivered to the Miami DDA by 4:00 p.m. July 8, 2009. Late and mis-delivered submittals shall not be considered.

5.6 RFQ Timetable

RFQ Available to Public	June 22, 2009
Deadline for Receipt of Questions	June 27, 2009
Submittal Deadline	July 8, 2009 @ 4:00 p.m.
Evaluation of Proposals	July 8-10, 2009
Oral Presentations (if required)	July 14, 2009
Firm Selection	July 15, 2009

Section 6.0 EVALUATION / SELECTION PROCESS

6.1 Introduction

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

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

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

6.2 Proposal Evaluation

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

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

CRITERIA	POINTS
Quality of Submittal	10
Firm Experience	20
Past Performance	30
Qualifications of Firm and Professional Staff	20
References / Client Satisfaction	15
Local Preference	5
TOTAL POINTS	100

Upon completion of the evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the Miami DDA; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents submitted and any clarifications offered in the oral presentation.

Section 7.0 RFQ RESPONSE FORMS AND CHECK LIST

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

COMPLETED:	CHECKLIST
<input type="checkbox"/> Yes	7.1 RFQ Registration Form This form must be completed, signed, and faxed to 305-371-2423, Attn.: Sandra Hernandez as soon as possible.
<input type="checkbox"/> Yes	7.2 RFQ Cover Sheet This form must be completed, signed, and returned with Response.
<input type="checkbox"/> Yes	7.3 Certificate of Authority , to be completed, signed and returned with Response. Complete applicable form only. 7.3.1. Certificate of Authority (If Corporation) 7.3.2. Certificate of Authority (If Partnership) 7.3.3. Certificate of Authority (If Joint Venture) 7.3.4. Certificate of Authority (If Individual)
<input type="checkbox"/> Yes	7.4 Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFQ. (must be signed)
<input type="checkbox"/> Yes	7.5 Primary Office Location Affidavit, if applicable.
<input type="checkbox"/> Yes	7.6 Debarment and Suspension Certificate (must be signed).
<input type="checkbox"/> Yes	7.7 Conflict of Interest, if applicable.
<input type="checkbox"/> Yes	7.8 Complete Response with all required documentation: Includes all requirements as listed in <i>Section 3.0 Response Submittal / Requirements</i> and takes into consideration the evaluation criteria outlined in <i>Section 6.0 Evaluation / Selection Process</i> .
<input type="checkbox"/> Yes	Professional Services Agreement - Redline Submitted with "Original" response, not required for copies

7.2 COVER SHEET

Please make this the first sheet of your application.

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Website: _____

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

Signature

Print Name/Title

Date

FORM 7.3.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

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

Secretary: _____

(SEAL)

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

FORM 7.3.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary: _____

(SEAL)

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

FORM 7.3.3

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

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

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

Secretary: _____

(SEAL)

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

7.4 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

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

I. **COMMERCIAL GENERAL LIABILITY**

A. Limits of Liability	
Bodily Injury and Property	
Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

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

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

II. **AUTOMOBILE BUSINESS**

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000
- B. Endorsements Required
 - Miami DDA included as an Additional Insured
 - Employees included as insured
 - Waiver of Subrogation

III. **WORKER'S COMPENSATION**

Limits of Liability
Statutory-State of Florida

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

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

The Miami DDA is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

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

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

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

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

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

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

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

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the Miami DDA at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Miami DDA shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Miami DDA in the manner prescribed in the RFQ.
- B) The Miami DDA may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer(s) in conjunction with the violation of the terms and conditions of the Contract.

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

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

7.5 LOCAL OFFICE LOCATION AFFIDAVIT

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

Legal Name of Firm: _____
 Entity Type: (check one box only) Partnership Sole Proprietorship Corporation

Corporation Doc. No: _____ Date Established: _____ Occupational License No: _____
 Date of Issuance: _____

Office Location:

PRESENT Street Address: _____

City: _____ State: _____ How long at this location: _____

PREVIOUS Street Address: _____

City: _____ State: _____ How long at this location: _____

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

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

(Corporate Seal)

 Authorized Signature

 Print Name

 Title

 Authorized Signature

 Print Name

 Title

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

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Personally known to me; or
 Subscribed and Sworn before me that this is a true statement this _____ day of _____ 200____.
 Produced identification:

 Notary Public, State of Florida

 My Commission expires

(Seal)

 Printed name of Notary Public

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

7.6 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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

(c) Certification:

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

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

Company name: _____

Signature: _____

Date: _____

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

7.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 2006.

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

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

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

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

Name	Street Address	City	State	Zip

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

Signature

Printed Name

Title

Company Name