



**Request for Proposals  
For the Development of Miami Baywalk-Riverwalk's  
Unifying Element & Brand Development**

**RFP No. 16-17-02**

**Alyce M. Robertson, Executive Director**

**PLEASE NOTE FINAL SUBMITTAL DATE:**

**Submissions are due no later than**

**July 28th, 2017**

**At**

**5:00 P.M.**

**Miami 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

2017 PROPOSED RFP SCHEDULE

DATES

<u>06.08</u> to <u>07.28</u>	Miami DDA accepting proposals
<u>06.23</u>	Prebid conference call for all interested firms
<u>07.28</u>	Proposals due
<u>08.07</u>	Miami DDA Selection Committee Kickoff Meeting
<u>08.07</u> to <u>08.21</u>	Miami DDA Selection Committee to review (Under the Cone of Silence)
<u>08.21</u>	Miami DDA Selection Committee to meet, review and score
<u>08.30</u>	Oral Presentations (Optional)
<u>08.31</u>	Winning proposal announced
<u>08.31</u> to <u>09.015</u>	Contract completion (Under the Cone of Silence)
<u>09.18</u>	Work begins on Miami Baywalk's Unifying Element, Branding Identity and Marketing Campaign

Miami Downtown  
Development Authority

REQUEST FOR PROPOSALS FOR MIAMI BAYWALK-RIVERWALK  
UNIFYING ELEMENT & BRAND DEVELOPMENT

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## REQUEST FOR PROPSALS

### REGISTRATION FORM

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

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

If you have follow up questions, please email: [planning@miamidda.com](mailto:planning@miamidda.com)  
There will also be a Pre-Bid Conference Call on June 23<sup>rd</sup> at 1:30pm (EST).

Dial-in Number: 1-866-658-3987 or 305-740-1392

Conference ID: 066568

## Section 1.0 RFP OVERVIEW

### 1.1 Introduction / Overview

Downtown Miami has emerged as one of the country's fastest growing urban centers, a product of the vertical development that has taken shape and increasing demand for urban living that we have never seen in our City. Along with that demand, residents and businesses desire pedestrian-oriented streets and green spaces that are safe, attractive, and healthy and have a vibrant mix of uses.

The Downtown Development Authority of the City of Miami, Florida ("Miami DDA") has issued this RFP to solicit proposals from interested and qualified consultant teams, to develop a brand identity for the Miami Baywalk-Riverwalk, identify and develop a unifying design element or palette of elements to be incorporated into the existing landscape/hardscape, and an implementation & maintenance strategy. No other project on the waterfront has the potential of transforming our Downtown, celebrate Miami's unique heritage, create access from our diverse neighborhoods to the waterfront, and generate a legacy for generations to come.

### 1.2 Background

Founded in 1965, the Miami DDA is a public, quasi-independent agency of the City of Miami and a non-profit business organization that strives to develop Miami's downtown area as the most livable urban center in America, making it the preferred international destination for commerce, culture, tourism, and urbanism. The vision of the Miami DDA is to grow, strengthen and promote the economic health/vitality of Downtown Miami. As an independent agency of the City, the Miami DDA advocates, facilitates, plans and executes business development, planning, capital improvements and marketing & communication strategies.

A 15-member Board of Directors composed of downtown business and property owners confirmed by the City of Miami Commission oversees the Miami DDA. The Miami DDA is principally funded by a one-half mil tax on the dollar value on private properties within its district, which currently generates approximately \$5 million to the Miami DDA annually. The Miami DDA also receives grants and inter-local government contracts, which provides additional funding for Miami DDA projects. Miami DDA applies its internal resources and consultants, to lead or enable the execution of coordinated planning, design, 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
- Economic Programming, Business Assistance & Recruitment
- Land Use and Transportation Planning
- Placemaking & Capital Improvement Projects
- Safer Streets & Mobility
- Market Research, Marketing & Events
- Clean and Safe Programs & Community Building

The 2025 Downtown Miami Master Plan calls on community partners to leverage the beauty of Miami's iconic tropical waterfront, create great community spaces, and promote transit & regional connectivity. As a project specified within the Master Plan, the Baywalk offers these desired outcomes. Through the Baywalk-Riverwalk, Downtown Miami has a once in a lifetime opportunity to connect our neighborhoods, celebrate the waterfront, provide access to downtown's cultural destinations and provide a transportation alternative.

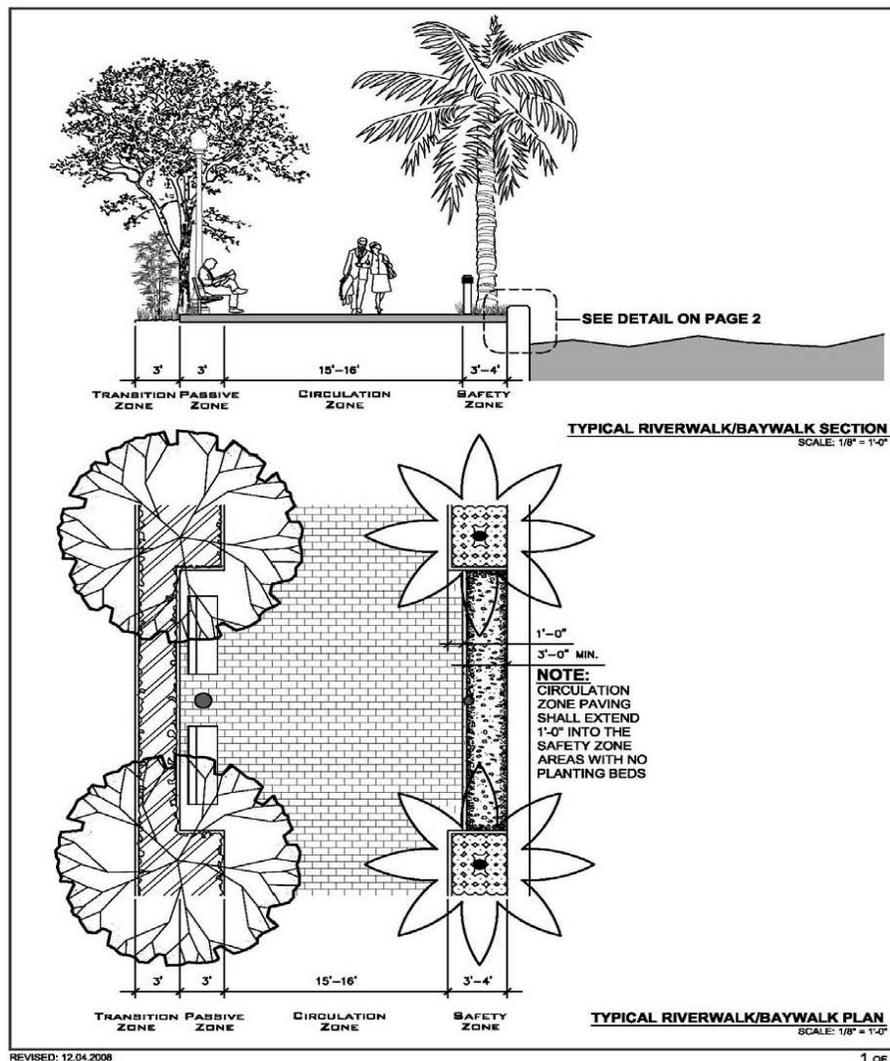
### 1.3 Site History

Prior to 1979, waterfront development standards in downtown Miami were based simply on zoning code and land use. In 1979, the City of Miami passed the Dan Paul ordinance which required any new buildings on waterfront property to be set back 50' for public access. Also, within that 50' setback, private developers and public agencies were required to build and maintain a 25' pedestrian Baywalk-Riverwalk, depending on whether it was located adjacent to Biscayne Bay or the Miami River. (A leading First Amendment and environmental lawyer, Mr. Dan Paul was instrumental in preserving open spaces for parks in Florida and drafting an amendment to the City of Miami Code that required all buildings constructed along the beach to be at least 50 feet from the shore). Currently, Miami 21 is the City of Miami's transect-based zoning code. Appendix B refers to Waterfront Design Guidelines and was adopted in May of 2010. See the image below that demonstrates design guidelines for waterfront development and typical Baywalk-Riverwalk standards: Legislative reference § 3(mm) (ii), City of Miami Charter.

#### MIAMI 21

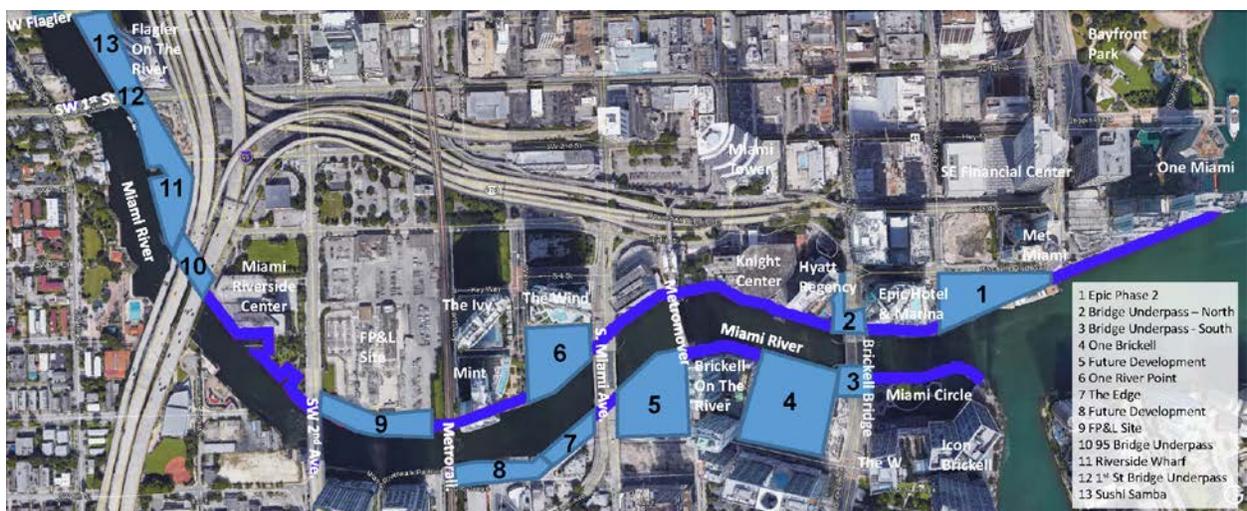
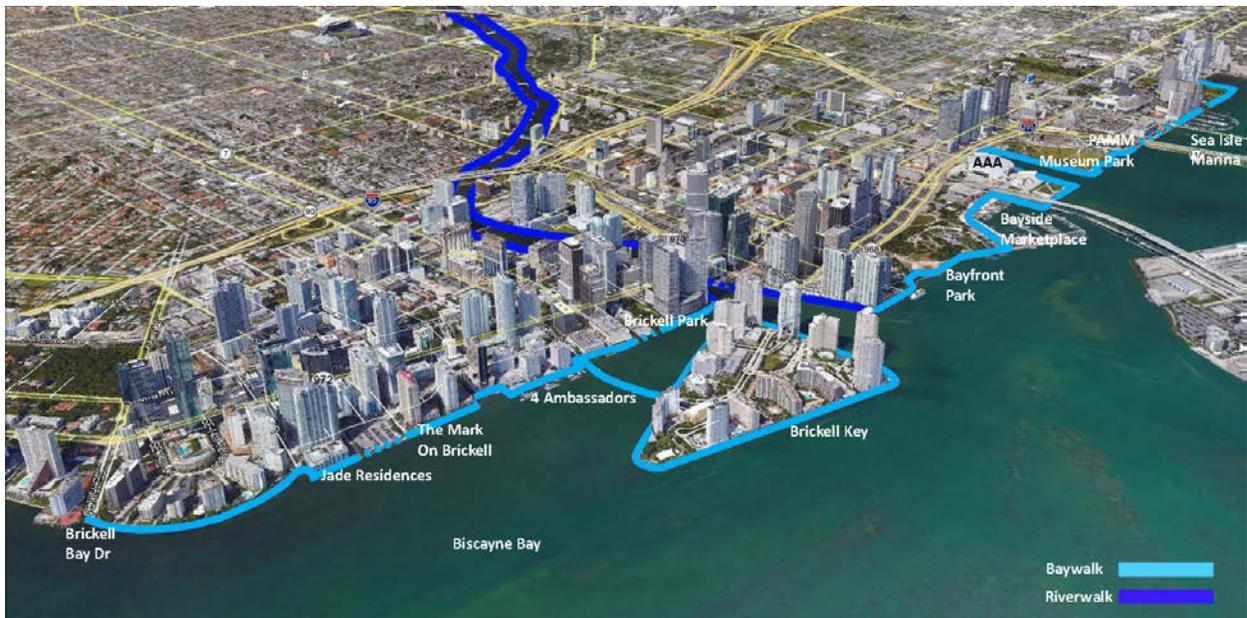
AS ADOPTED – MAY 2010

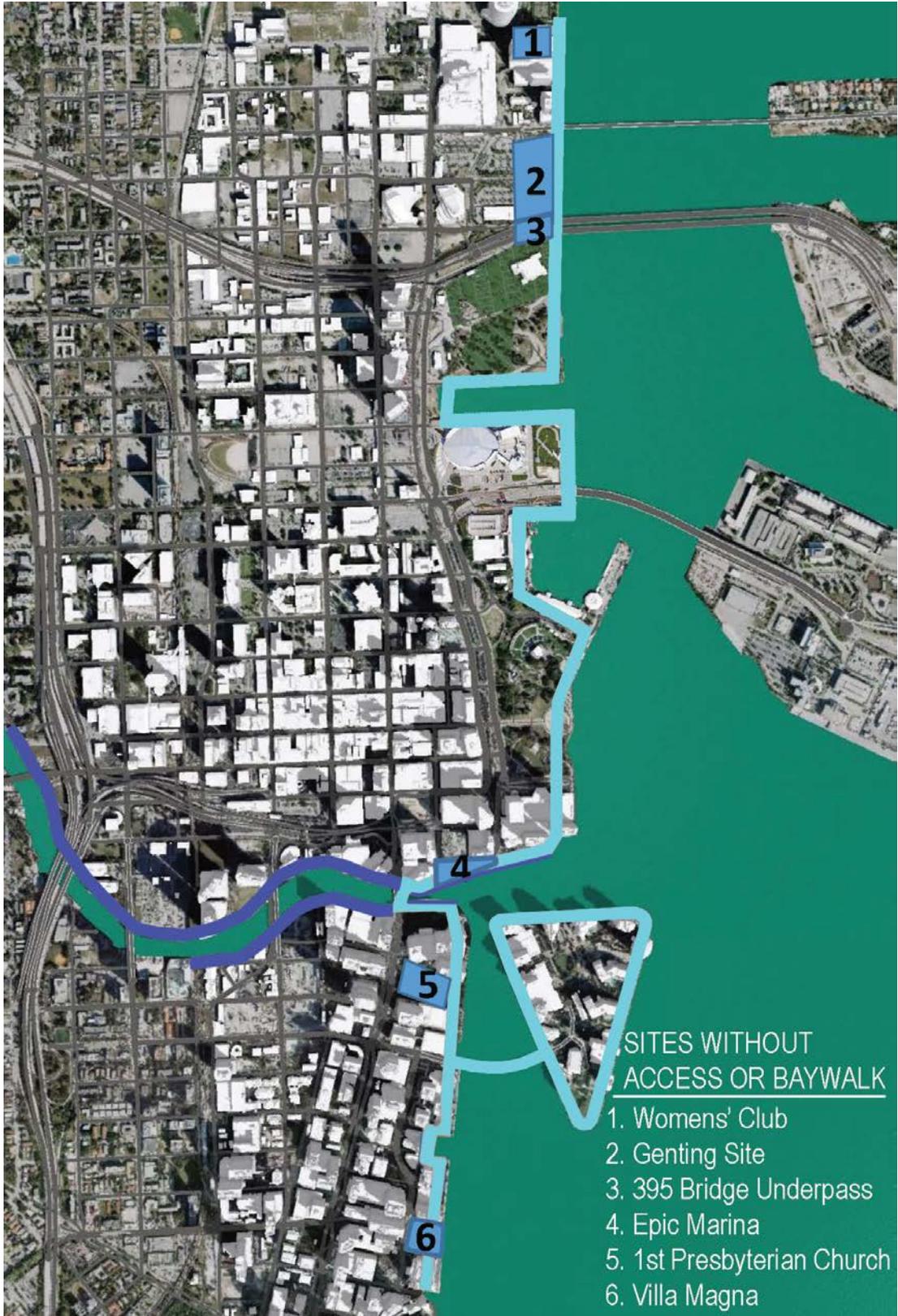
#### APPENDIX B: WATERFRONT DESIGN GUIDELINES



## 1.4 Site Context

The Miami Baywalk-Riverwalk is not a single entity or project; it is a series of disconnected waterfront properties/pedestrian paths that make up the whole. For the purposes of this RFP and project, the site limits for the Baywalk are those waterfront properties that fall within the northern/southern limits of the Miami DDA's boundaries: from the Miami Women's Club (1737 N Bayshore Dr, Miami, FL 33132) in the north, to Jade Residences (1331 Brickell Bay Dr, Miami, FL 33132) in the south. Biscayne Bay serves as the eastern boundary, and given the Miami 21 Code, we will consider property 50' to the west of Biscayne Bay as the western boundary. Within these boundaries, the Baywalk path is approximately 4.9 miles in length (including Brickell Key), and features nearly thirty (30) different property owners, both public and private. The Riverwalk is proposed to run along both sides of the Miami River from the opening of the River (known as Government Cut) all the way to Palmer Lake 5 miles to the northeast. However, for the purposes of this RFP and project, we will only consider those sites within the DDA boundaries: on the north side from One Miami to the Flagler Street Bridge; on the south side from the Miami Circle to Neo Vertika Condos.





(Aerial map that displays the site context, project limits and disconnected segments)

## 1.5 Site Issues

Over the last 30+ years, the majority of the nearly 5-mile Miami Baywalk (within the DDA's boundaries) has been built out, however it is still a mostly invisible & incomplete asset. The following challenges remain:

- 2 sites are still not developed and act as obstructions to connecting the pedestrian corridor.
- 5 additional sites are built, but do not provide public access.
- There is no pedestrian connection under the MacArthur Causeway/395 Bridge.
- Other developed sites are in varying states of disrepair; they need improvements, including but not limited to, improved hardscape, additional lighting, seating, landscaping and signage.
- **There is no consistency in the utilization of furnishings or materials, or unifying element that connects or creates a Baywalk identity. Unlike the Miami River Greenway, with no physical markings or signs indicating its presence and no public information regarding its location, the Baywalk is currently a virtually invisible asset.**
- **Unlike the Miami River Greenway/Riverwalk, there isn't an established brand/logo for the Baywalk.**

## 1.6 Previous Analyses

For both the Miami Riverwalk and Baywalk, there have been numerous analyses and reports completed over the last twenty years. For pertinent information regarding waterfront development in Downtown Miami, proposers are encouraged to review the following documents (copies of these documents will be made available via large-file transfer site):

- Miami River Greenway Action Plan, 2001
- Miami River Corridor Urban Infill Plan, 2002
- Project for Public Spaces, Miami Baywalk, Place Evaluation Workshop Report, 2004
- Miami River Greenway Regulatory Design Standards, 2008
- Miami DDA 2025 Downtown Miami Master Plan, 2009
- Miami-Dade County Waterfront Masterplan, 2013
- University of Miami "On the Waterfront", 2012
- University of Florida, Capstone Project: "Baywalk", 2012
- City of Miami Baywalk Mobility Plan, 2013
- Miami DDA Baywalk-Riverwalk Unifying Element PowerPoint, 2017

*(Files will be available for download on the Baywalk FTP site: <ftp://bitftp.miamidda.com/>)*

## 1.7 Understanding

Within the Downtown urban core, the Miami DDA and its partners are accelerating efforts to complete the Miami Baywalk by engaging the community to envision how this nearly 5-mile disconnected and underutilized waterfront trail can become a premiere multipurpose corridor to meet recreational and mobility needs. This project offers maximum impact: developing a unifying design element (or palette of unifying design elements) to be incorporated into the existing landscape of Miami's Baywalk, and a brand/logo that celebrates what this asset can become. Finally, to ensure success, the winning firm will be tasked with developing an Implementation Strategy to transition this hidden asset into a vibrant and well-utilized greenway in Downtown, including a comprehensive engagement strategy that will cultivate local buy-in.

This piece of active transportation infrastructure advances the implementation-focused 2025 Downtown Miami Master Plan's mission to improve health by offering individuals an active community environment.

Baywalk will encourage active transportation by connecting Miami Dade County's greater bicycle and pedestrian trail system, including the Underline, the Riverwalk, the Overtown Greenway, the Cultural Trail, and linking to downtown transit stations. Offering numerous benefits aligned with the DDA's mission, this project encourages residents and visitors to lead active lives, while providing valuable public space and public access to Miami's waterfront.

## 1.8 Planning Principles

**The following planning principles are being considered:**

- Celebrate the waterfront
- Leverage the historic, cultural, and economic strength of Downtown Miami
- Maximize access & reconnect the disconnected parcels/links throughout
- Balance community values and mobility needs
- Promote livability & encourage healthy lifestyles
- Access to the waterfront for all/equity
- Extend the waterfront effect inland
- Resiliency / Sustainability
- A commitment to excellence with an emphasis on beauty & art
- Engage all Senses

## 1.9 RFP Elements

**Unifying Element** - Most successful trails, linear parks and bike paths incorporate a unifying element to establish identity, draw people into a place and orient people along the corridor. Numerous projects around the world utilize a physical element as a marker and branding tool, which repeats itself in different forms/materials to provide a sense of identity, consistency, and orientation. Good examples of this are The Freedom Trail in Boston, MA; The Red Ribbon in Qinhuangdao City, China; and the Van Gogh-Roosegaard Cycle Path, in Nuren, Netherlands. In each instance, the physical element unifies and links the corridor physically and reinforces the brand and identity geographically.

**Brand Identity** – Brand identity is the visual and physical expression of a brand; in this instance, the essence of the product to the user/visitor. Building off from the process of coming up with unifying element (or in this case in collaboration with), a strategic guide for Baywalk's brand development can be utilized as a means of promoting public awareness and reminding people this amenity exists, increasing its utilization, supporting economic development and enhancing quality of life. The brand identity process should define a design vocabulary that includes thematic attitude, character development, and wayfinding goals. Creating a thoughtful brand that strengthens the unique character of Downtown Miami will put Baywalk on the map, increase recognition, and most importantly, encourage public ownership.

While the greater Miami area is known worldwide for numerous attractions and iconic images, downtown Miami specifically lacks visually-prominent amenities that distinguish a unique brand. Our goal is to transform the Baywalk into an amenity with a clear identity that highlights Miami's competitive positioning in the local, state, national and international markets.

Therefore, while we believe the Miami Baywalk needs a clear identity, we also realize a brand is much more than a logo or slogan. It needs to inform and reflect the actual experience a person will have while being there, based on the amenities of that destination. Thus, the purpose of the branding component here is to promote and differentiate our waterfront trail as an authentic, special, unique and valuable experience.

## Section 2.0 SCOPE OF WORK / BUDGET

### 2.1 Description of Services/Proposals

Facilitated by the Miami DDA, this project seeks to identify and develop a (1) **unifying design element** (or palette of unifying design elements) to be incorporated into the existing landscape/hardscape of Miami's Baywalk, complete a (2) **brand identity** for Downtown Baywalk, and (3) implementation plan to rethink how this nearly 5-mile disconnected and underutilized pedestrian corridor can become a world class waterfront experience. With a strong design focus at its core, this effort shall incorporate **art, lighting, nature and urban design** as a common thread and unifying theme in its entirety.

This project includes the following objectives: (1) maximize public engagement by advancing a community-endorsed design process and outline a strategy for cultivating community buy-in as the project is realized; (2) transform this hidden & underutilized asset into an active open space, offering a much-needed community resource; (3) encourage active transportation by connecting Miami Dade County's greater bicycle and pedestrian trail system, including the Underline, the Riverwalk/Miami River Greenway, the Cultural Trail, and linking transit; (4) ensure equity and waterfront access for all; and (5) advance the identity of Downtown Miami as a healthy community.

The Miami DDA will accept proposals from individual firms or consultant teams. As specific needs are identified, the Miami DDA may suggest potential teaming opportunities. Proposers shall outline the approach they will take to plan, design, and complete the project, including time involved for each task and the number of meetings involved. The project team will also be expected to address the planning, environmental, organizational, and financial contexts as part of the overall proposal. Proposers are welcome to outline additional services or alternative approaches that they feel are in the DDA's best interest. The project team is expected to include professionals with the following expertise: Planning, Urban Design, Public Art, Engineering, Architecture, Landscape Architecture, Environmental, Resiliency, Sustainability, Lighting, Wayfinding, Economics, Livable Transportation, Strategic Advisory, and Legal.

### 2.2 Goals & Objectives

The Miami DDA is seeking the services of a qualified team to provide services for the completion of a design effort to develop a brand identity for Downtown Baywalk, identify and develop a palette of unifying design elements to be incorporated into the existing pedestrian corridor. The design process shall achieve goals and objectives that include but not limited to:

- Assessment of Existing Conditions
- Surveying of Parcels
- Concept Development
- Brand development and creation of graphics that will create the overall identity
- Design Development
- Cost Estimates
- Implementation strategy
- Installation details, drawings, and written specifications for installation (for a target area)
- Public outreach and engagement strategy

### 2.3 Scope Budget

The total budget for this scope shall not exceed **\$300,000 USD**, inclusive of all design, production, public engagement, overhead, and travel costs. *(Note: Please refer to Budget Worksheet found on FTP site)*

## Section 3.0 QUALIFICATIONS SUBMITTAL / REQUIREMENTS

The Miami DDA requests one (1) original and nine (9) copies of project proposals (See Section 5.3 “Submittal Format” for details). Please include the following information with your response.

### 3.1 Letter of Interest and Executive Summary

Attach a letter of interest that explains your firm’s interest in working on this Project. Include an “Executive Summary” (no longer than 2 pages) which explains your firm’s qualifications and experience as they pertain to this particular Project. Also, include the names and titles of the persons who will be authorized to make representations for the Proposer.

### 3.2 Proposer Profile

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

- Provide a brief history of your firm, including the year it was established. *(1 Page Maximum)*
- Describe the firm’s strengths and approach in the following areas: *(No more than 2 Pages)*
  1. Urban Design
  2. Placemaking
  3. Signage & Wayfinding
  4. Branding
  5. Public Outreach
- Provide the names and curriculum vitae of the firm’s principals who will be involved with this effort. Indicate the amount of involvement the principal(s) will have on this account. *(1 Page Maximum)*
- Provide the curriculum vitae of the team leader that will have the primary responsibility of managing the day-to-day oversight of this account. *(1 Page Maximum)*
- Provide curriculum vitae on other key personnel that will work on this project. *(1 Page Maximum)*
- Provide a list of ongoing contracts/project with their current status and projected termination dates. *(2 Pages Maximum)*
- Provide a complete organizational chart of proposed staffing. *(1 Page Maximum)*
- Awards list (as applicable) *(2 Pages Maximum)*.
- Comparable Projects: Provide a detailed description of 2 to 3 comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. The description is not to exceed 1 page per example. 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 and duration of the project
  3. The contact person and phone number for reference
  4. The results/deliverables of the project

### 3.3 Strategic Approach

Proposer should prepare an outline/narrative for the proposed strategic approach, tailored for the Miami DDA and Downtown Miami as a destination. The outline/narrative should consider the unique role of the

Miami Baywalk, its location, strengths, weakness, and opportunities to build on an amenity that strengthens Downtown's appeal as a livable city. The proposal should detail how the firm will create an iconic waterfront through the realization of a unified, engaging and beautiful Miami Baywalk.

The Miami DDA area is thriving. The number of households in the Greater Downtown more than doubled between 2000 and 2014, to approximately 90,000 residents, and trends anticipate more than 12,000 additional residents within the next five years, with the strongest growth in households in the urban core area. In addition to the approximately 90,000 residents, this pedestrian corridor will serve and a daytime population of 220,000 people as:

- An economic driver
- A much-needed transportation alternative (last mile infrastructure)
- A link to public transit: Metrorail, Metromover, Bus, Trolley and Water Taxi
- An active pedestrian trail system for healthy-minded users
- A resident amenity along waterfront sites
- A destination that celebrates the waterfront, art and local culture
- A natural amenity, green space addition, and stormwater runoff buffer
- A flex space for outdoor and nighttime activities and programming
- An accessible open space for all to enjoy regardless of age, ability or socio-economic background

### 3.4 Deliverables

Successful bids will include a strategy for how you will achieve the final deliverables:

1. A comprehensive plan for engaging the public in the creation of the brand and ensuring sustained buy-in as the Baywalk is realized (a minimum of 3 public engagement opportunities are recommended).
2. A proposed brand and logo for the Baywalk.
3. A unifying design element (or palette of elements) with proposed dimensions, materials and finishes, comparable images and illustrations (freehand or electronic, construction documents level of detail).
4. Preliminary statement of costs (based on a cursory review from fabricators).
5. Implementation plan of unifying element(s) & Maintenance strategy.

### 3.5 References

Provide letters (no more than 1 page per each) from up to 4 references that include names, addresses, and phone numbers, that can explain and confirm your firm's capacity to successfully complete the scope of work outlined herein.

## Section 4.0 RFP 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 RFP.

The Miami DDA reserves the right to deem any or all Responses as responsive or non-responsive, as applicable, under the terms of the City of Miami Procurement Ordinance and Florida law. The Miami DDA reserves the right to deem any or all Proposers as responsible or not responsible under the terms of the Procurement Ordinance and Florida law. The Miami DDA reserves the right to waive any non-material irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

#### **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, strike, lockout, Acts of God, a declared State of Emergency, or on account of any delay(s) for any cause(s) 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 RFP.

#### **4.3 Contract Award and Miami DDA's Rights**

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

#### **4.4 Cost Incurred by Proposers**

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

#### **4.5 Legal Requirements**

This RFP 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 RFP will be considered during the evaluation process for the provision of a specific service(s). The Local Preference Form in the back of this RFP is to be completed by entities that have a City of Miami occupational license. Local preference is evaluated by having a local office in compliance with the definition set forth in City Code Section 18-73 which includes a definition of "Local Office" which is deemed as being incorporated by reference herein.

#### **4.7 Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and allocated or budgeted or funding is otherwise unavailable in any fiscal period for payments due under the Contract, then the Miami DDA, upon written notice to the Consultant or his/her assignee of such occurrence, shall have the unqualified

immediate right to terminate the Contract without any penalty or expense to the Miami DDA. No guarantee, warranty, or representation is made that any particular or any project(s) will be awarded to any firm(s).

#### **4.8 Minimum Qualification Requirements**

Each firm interested in responding to this RFP 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. See Section 287.133 of Florida Statutes re "Public Entity Crimes".

#### **4.10 Resolution of Protests**

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

The written protest must be timely delivered to the Executive Director within the time frame set forth herein. Late or misdelivered 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. Untimely or not compliant protests will be rejected. Protests not timely and properly made are a waiver of the right to protest and all arguments related thereto. See Section 18-104 City Code which is deemed as being incorporated by reference herein.

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

#### 4.12 Collusion

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

#### 4.13 Intellectual Property

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

### Section 5.0 INSTRUCTIONS TO PROPOSERS

#### 5.1 Obtaining the RFP

Copies of this RFP package can be obtained as of June 8<sup>th</sup>, 2017 by visiting, phoning, or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFP is also available on Miami DDA’s website: [www.miamidda.com](http://www.miamidda.com); and available for download on the Miami DDA FTP site: <ftp://bitftp.miamidda.com/>) User name: **PlanningRO** Password: **4+XEH2GYZR2bF**

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 Solicitation. Such Proposers are solely responsible for those risks.

#### 5.2 Communications

Miami DDA staff will communicate with potential Proposers regarding this RFP only with regard to matters of process and procedure already contained in this RFP document. Except for public hearings and scheduled presentations, contact with the Miami DDA regarding this RFP or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been approved by the Evaluation Committee.

There will also be a Pre-Bid Conference Call on June 23<sup>rd</sup> at 1:30pm (EST). Dial-in Number: **1-866-658-3987** or **305-740-1392**, Conference ID: **066568**

All questions or requests for additional information *must be asked and answered in writing* by e-mail (preferable) at [tomasi@miamidda.com](mailto:tomasi@miamidda.com), or [planning@miamidda.com](mailto:planning@miamidda.com), or fax, or certified mail. To ensure that your request or question has been received, contact Prisca Tomasi at 305-579-6675 only to verify that the DDA is in receipt of your request. The request must contain the RFP title, proposer’s name, contact person

name, address, phone number, and fax number. The DDA will respond in a timely manner. Any responses to such questions or requests shall be furnished to all potential proposers in the form of an addendum to this RFP. The deadline for receipt of questions is July 7<sup>th</sup>, 2017.

Questions should be directed to:

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

### 5.3 Submittal Format

All submittals must be on 8 1/2" X 11" paper, neatly typed on one side or double-sided, with normal margins, and spacing. Facing pages and foldouts are acceptable. 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 original and 9 bound copies (a total of 10) of the complete submittal must be received by the deadline specified in this RFP 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, RFP title, and submittal due date to:

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

### 5.4 Registration Form

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

### 5.5 Delivery and Deadline

Hand carried submittals may be delivered to the above address **ONLY** between the hours of 9:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding holidays. Note that submittals are due at above address detailed in Section 5.3 on the date and at the time indicated in the timetable below. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. All submittals must be delivered to the Miami DDA by **5:00 p.m. on July 28<sup>th</sup>, 2017.** Late and misdelivered submittals shall not be considered.

### 5.6 RFP Timetable

RFP Available to Public	06.08.2017
PreBid Conference	06.23.2017
Deadline for Receipt of Questions	07.07.2017

Submittal Deadline	07.28.2017
Evaluation of Proposals	08.07.2017 to 08.21.2017
Oral Presentations (Optional)	08.30.2017
Firm Selection Announced	08.31.2017

## Section 6.0 EVALUATION / SELECTION PROCESS

### 6.1 Introduction

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation Committee, consisting of 3 or more members, appointed by the Executive Director of Miami DDA. The committee will be comprised of appropriate Miami DDA Board members, staff and/or members of the community. Please note that proposals will be inspected by Miami DDA staff for responsiveness prior to evaluation. A proposal may be deemed non-responsive if it is not submitted in the required format or is not complete. Only those proposals deemed responsive will receive further consideration. The Miami DDA reserves the right to accept or reject, any or all submittals. It also reserves the right to investigate the financial capability, reputation, integrity, skill, and quality of performance under similar operations of each respondent.

### 6.2 Proposal Evaluation

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

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

CRITERIA	POINTS
Urban Design Firm's Qualifications	5
Urban Design Firm's Similar Project Experience	5
Unifying Design Element - Conceptual Quality	15
Unifying Design Element - Feasibility of Construction	15
Unifying Design Element - Implementation Plan & Maintenance Strategy	15
Unifying Design Element - Cost Estimate (Budget Worksheet)	10
Marketing/Branding Firm's Similar Project Experience	5
Marketing/Branding Firm's Qualifications	5
Brand Quality	10
Logo Quality	10
<b>TOTAL POINTS</b>	<b>100</b>
Local Firm Bonus Points (If Applicable)	2

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

## Section 7.0 RFP RESPONSE FORMS AND PROPOSAL CHECK LIST

### 7.1 CHECKLIST

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

COMPLETED:	CHECKLIST
<input type="checkbox"/> Yes	7.1 <b>RFP Registration Form</b> This form <i>must be completed, signed, and faxed to 305-371-2423 or emailed to <a href="mailto:tomasi@miamidda.com">tomasi@miamidda.com</a></i> , Attn.: Prisca Tomasi.
<input type="checkbox"/> Yes	7.2 <b>RFP Cover Sheet</b> This form <i>must be completed, signed, and returned</i> with Response.
<input type="checkbox"/> Yes	7.3 <b>Certificate of Authority</b> , to be completed, <i>signed</i> and returned with Response. <i>Complete applicable form only.</i> 7.3.1. Certificate of Authority (If Corporation) 7.3.2. Certificate of Authority (If Partnership) 7.3.3. Certificate of Authority (If Joint Venture) 7.3.4. Certificate of Authority (If Individual)
<input type="checkbox"/> Yes	7.4 <b>Insurance Requirements</b> Acknowledgment of receipt of information on the insurance requirements for this RFP. <i>(must be signed)</i>
<input type="checkbox"/> Yes	7.5 <b>Primary Office Location Affidavit, if applicable.</b>
<input type="checkbox"/> Yes	7.6 <b>Debarment and Suspension Certificate <i>(must be signed)</i>.</b>
<input type="checkbox"/> Yes	7.7 <b>Conflict of Interest, if applicable.</b>
<input type="checkbox"/> Yes	7.8 <b>Complete Response <i>with all required documentation:</i></b> Includes all requirements as listed in <i>Section 3.0 Response Submittal / Requirements</i> and takes into consideration the evaluation criteria outlined in <i>Section 6.0 Evaluation / Selection Process</i> .

## 7.2 COVER SHEET

Please make this the first sheet of your application.

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

I certify that any and all information contained in this RFP is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP 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 RFP, and certify that I am authorized to sign for the Proposer firm. Please print the following and sign your name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

FORM 7.3.1

CERTIFICATE OF AUTHORITY  
(IF CORPORATION)

STATE OF )  
 ) SS:  
COUNTY OF )

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

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

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

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

Secretary: \_\_\_\_\_

(SEAL)

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

FORM 7.3.2

CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)

STATE OF )  
 ) SS:  
COUNTY OF )

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

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

FORM 7.3.3

CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)

STATE OF )  
 ) SS:  
COUNTY OF )

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

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

FORM 7.3.4

CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

Driver's License # \_\_\_\_\_

(SEAL)

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

## 7.4 INDEMNIFICATION AND INSURANCE

### INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend and hold harmless the Miami DDA, the City of Miami, and each of 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, rules, codes, required permits or consents from governmental authority having jurisdiction over the work, 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, Family Medical Leave Act, 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 and expressly 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.

Ten (10.00) of the sums payable under the Contract are acknowledged by the Proposer to be separate distinct and sufficient consideration for the granting of this Indemnification. This Indemnification shall service the expiration or cancellation of this Contract and shall be interpreted to conform to Florida Statutes 725.06 and/or 725.08, as applicable.

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  
City of Miami listed as an additional insured  
Employees included as insured  
Contingent and Contractual Liability  
Waiver of Subrogation  
Premises/ Operations  
Care, Custody and Control Exclusion Removed  
Primary Insurance Clause Endorsement

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  
City of Miami listed 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 and the City of Miami are 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 V" 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 RFP NUMBER AND/OR TITLE OF RFP 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 RFP.
- B) The Miami DDA may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer(s) in conjunction with the violation of the terms and conditions of the Contract.

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

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

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

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

## 7.5 LOCAL OFFICE LOCATION AFFIDAVIT

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

Legal Name of Firm: \_\_\_\_\_

Entity Type: (check one box only)     Partnership     Sole Proprietorship     Corporation

Corporation Doc. No: \_\_\_\_\_ Date Established: \_\_\_\_\_ Occupational License No: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

Office Location:

PRESENT Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ How long at this location: \_\_\_\_\_

PREVIOUS Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ How long at this location: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

(Corporate Seal)

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

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Personally known to me; or

Subscribed and Sworn before me that this is a true statement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Produced identification:

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

\_\_\_\_\_  
My Commission expires

(Seal)

\_\_\_\_\_  
Printed name of Notary Public

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

## 7.6 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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

(c) Certification:

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

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

Company name: \_\_\_\_\_

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

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

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

**7.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION**

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

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

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

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

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

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this Bid/Proposal complies with Section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the City of Miami, Florida or the 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

## 7.8 SAMPLE PROFESSIONAL SERVICES AGREEMENT (“PSA” OR “CONTRACT”)

A sample Professional Services Agreement is attached hereto as a sample. The successful Proposer will be required to sign the PSA in substantially the form attached. Certain clauses such as the cancellation for convenience, cancellation for lack of funding, applicable law and venue, each party bears their own attorney's fees, ethic, indemnity and insurance are long standing policies and will not be changed in negotiations.