



**REQUEST FOR QUALIFICATIONS
FOR INFORMATION TECHNOLOGY
MANAGEMENT SERVICES
RFQ No. 15-16-01**

ALYCE M. ROBERTSON, EXECUTIVE DIRECTOR, MIAMI DDA

**SUBMISSIONS ARE DUE NO LATER THAN
5:00 P.M. ON JANUARY 11, 2016**

AT

**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
REQUEST FOR QUALIFICATIONS
For
INFORMATION TECHNOLOGY MANAGEMENT SERVICES

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Attachment A: Sample Professional Services Agreement

**REQUEST FOR QUALIFICATIONS
For
INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

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 or email to maravilla@miamidda.com, Attn: Karry Maravilla.** If we do not receive a form, there is a risk that you will not receive important information.

Name of Applicant: _____

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Section 1.0 RFQ OVERVIEW

1.1 Goals and Objectives

The Miami Downtown Development Authority (“DDA”) is issuing this request for qualifications (“RFQ”) to solicit proposals from qualified and experienced firms to provide ongoing Information Technology Management Services (“Services”). More specifically, the Services will include work that involves a wide range of IT management activities that typically extend and apply to the entire organization, departmental components, or specific projects identified on a regular basis. This includes strategic planning, capital planning and asset control, policy and standards development, resource management, knowledge management, architecture and infrastructure planning and management, auditing, project evaluation, verification validation, and information security management. The DDA recognizes the operational and financial benefits to contracted Information Technology Management Services.

The objectives of the Services will be:

- To facilitate maximum efficiency and work productivity by maintaining network up-time and file access; and
- To provide prompt and relevant customer support and service; and
- To provide recommendations and strategies for upgrades and enhancements to IT provisions.

1.2 The Miami Downtown Development Authority

Vision and Mission Statement

The Mission of the DDA is to grow, strengthen and promote the economic health and vitality of Downtown Miami.

As an autonomous agency of the City, the DDA advocates, facilitates, plans and executes business development, planning and capital improvements, and marketing and communication strategies.

We commit to fulfill our mission collaboratively, ethically and professionally, consistent with the Authority’s public purpose.

Board of Directors

A 15-member Board of Directors oversees the DDA. The Board is composed of downtown business and property owners, a representative of the State of Florida Cabinet and a member of the Miami-Dade County Commission. The DDA Board is chaired by a City Commissioner appointed by the City of Miami City Commission. DDA operates with a multi-disciplined professional staff and selected consultants/contractors periodically assist it on various projects.

Funding

DDA is funded by a millage levied on private properties within its district, which currently generates approximately \$6 million annually. The DDA also receives grants and inter-local government contracts, which provide additional funding for DDA projects.

Role and Services

DDA applies its internal resources and consultants to undertake the program development and management required to lead or enable the execution of coordinated planning, marketing, development, infrastructure, service delivery and program implementation strategies. In this role, DDA performs services and/or provides management oversight in the following areas:

- Land Use and Transportation Planning

- Strategic Planning
- Streetscape Enhancement
- Market and Economic Research
- Policy Analysis
- Program Development
- Project Management
- Business Assistance and Recruitment
- Marketing and Community Outreach

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Section 2.0 DESCRIPTION OF SERVICES/QUALIFICATIONS

The DDA is seeking the services of a qualified consulting firm to provide the Services. The Services should contemplate the planning, analysis, design, development, testing, quality assurance, configuration, installation, implementation, integration, operational support, maintenance, and management of information technology.

Information technology refers to systems and services used in the automated acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, assurance, or reception of information. Information technology includes computers, network components, peripheral equipment, software, firmware, services, and related resources.

The current IT system includes: the network (wired and wireless), onsite file server, onsite mail server, ~25 desktop clients (a mix of Windows and Apple OS), tablets, smart phones, printers, etc.

The following is an outline of the specific items that each proposer must address. Each proposer is asked to provide a more detailed description of the delivery of these services, whether onsite or remotely (including cloud-based solutions), and should describe pricing as applicable:

2.0 The proposal shall address the following considerations for hardware and software:

2.0.1 Systems Analysis: inventory, planning and implementation of optimized information technology

2.0.2 Network Services: management of networked systems used for the transmission of information

2.0.3 Data Management: acquisition, storage, back-up and retrieval of data

2.0.4 Computing and Operating Systems: management of the systems environment in desktop and mobile platforms with special attention to mixed environments, i.e. Mac and PC users.

2.0.5 Applications Software: deployment of new or existing applications or software

2.0.6 Internet and intranet: technical management of network access and dependent devices

2.0.7 Security: Enhance and address protection to various cyber security threat vectors, including but not limited to, internal/external network-based/wireless/host-based intrusion prevention systems and network behavior analysis

2.0.8 Database Administration Services: distributed multi-user database environment

2.0.10 Peripherals and Accessories: management of associated hardware, i.e. copy/scan/fax, FIERY, large format printers, etc.

2.0.11 Mobile devices: best practices for a mobile workforce using tablet, iPad, and BYOD concepts

2.0.12 Cloud Services Management: Oversee and manage migration to appropriate cloud technologies; SAAS, NAAS, include comprehensive reports on Cloud Services analytics, statistics, data flow control, content and implement recommendations to address future business needs

2.0.9 Project Administration Services: special deployments

2.1 The proposal shall also address and include the following requirements:

2.1.1 Customer Support: Discuss the philosophy of customer interaction within a support services role. This discussion should include customer assistance, troubleshooting, training, development of training materials (including on-line, video, or other media) and user documentation and technical documentation.

2.1.2 Disaster Recovery/Business Continuity: Discuss the underlying risks and the potential impacts of a disaster on the business and the development of a recovery plan in case of a disaster.

2.1.3 Confidentiality and Security Requirement: Discuss the practice of compliance with confidentiality and security requirements with various customers. This discussion should include a brief description of the protocols arranged to protect the customer from unauthorized distribution, destruction or misuse of sensitive digital files. Special regard should be paid to employee selection processes (i.e. certifications, background checks, references).

2.1.3 Line of business software familiarity: Discuss the comprehensive knowledge, staff training and troubleshooting concepts covering line of business applications such as Microsoft Office 365, Outlook 2016, Adobe Acrobat software, etc.

Proposer's responsibilities include performing all work as outlined in this RFQ. In order to develop the Services, the proposer shall obtain input as necessary from DDA staff.

Section 3.0 – PROPOSAL SUBMITTALS

The Miami Downtown Development Authority must receive one (1) original unbound and five (5) bound copies of a Statement of Qualifications.

Proposals must contain the following documents, each fully completed and signed as required. Proposals that do not include all required documentation or are not submitted in the required format, or which do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive proposals may receive no further consideration.

A. CONTENTS OF PROPOSAL

1. Table of Contents
Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
2. Proposal submission:
Proposals shall include at a minimum the following elements, in this order, with tabbed-labeled dividers. Faxed proposals will not be accepted.
 - A. INTRODUCTION - An introductory letter on firm letterhead indicating name of firm, contact person, address, phone, fax, e-mail, type of business entity, and a short statement summarizing the strengths of the firm/team as it relates to the Services.
 - B. EXPERIENCE - A description of the firm's relevant experience and capabilities, with a description of comparable management contracts including, contact names, phone numbers, dates, budget and outcome. Firm shall disclose any work in South Florida (existing or completed) within the past five (5) years that is relevant to Information Technology Management Services.
 - C. TEAM - Team organizational diagram, names and resumes (5 pages maximum) of team members including those consultants who will manage and perform the work. The team Manager and team members must be clearly identified along with each individual's contribution or expertise.

- D. WORK PLAN - A clear description of how the consultant will provide the services, including, but not be limited to:
 - A description of the specific approach to efficiently managing the network.
 - A description of the specific approach to effectively delivering customer support.
 - E. FEE STRUCTURE - Provide a breakdown of the cost structure for Service components. Provide hourly rates and conditions for any additional work beyond the scope of work specified. Include any travel costs, and a total cost that will not be exceeded.
 - F. AGREEMENT COMMENTS - A redlined version of the DDA's Professional Service Agreement must be submitted with the proposal detailing any comments or proposed changes requested by the proposer.
3. Proposal documents to be completed and returned to DDA as set forth in Section 7.0.

Section 4.0 RFQ GENERAL CONDITIONS

4.1 Acceptance/Rejection

The DDA reserves the right to accept or reject any or all proposals or to select the proposer(s) that, in the opinion of the DDA, will be in the best interest of and/or the most advantageous to the DDA ("Selected Proposer(s)"). The DDA also reserves the right to reject the proposal 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 DDA reserves the right to waive any irregularities and technicalities and may, at their discretion, withdraw and/or re-advertise the RFQ.

4.2 DDA not liable for delays

It is further expressly agreed that in no event shall the DDA be liable for, or responsible to, the proposer, any sub-contractor, or to any other person for, or on account of, any stoppages or delay in the work solicited herein by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the DDA has no control. The final agreement will include a "no damage for delay" clause.

4.3 Contract award and DDA's rights

The DDA reserves the right to accept or reject any or all responses to this RFQ, waive informalities, and request re-bids on the services specified in the RFQ. 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 an agreement ("Agreement") with the DDA. A sample of such an Agreement has been furnished by the DDA as an attachment to this RFQ and contains the basic terms required by the DDA. The DDA reserves the right to make specific task assignments for individual project(s) by subsequent Work Order(s) issued pursuant to the awarded Agreement(s).

4.4 Cost incurred by proposers

All expenses involved with the preparation and submission of proposals to the 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 Intentionally omitted

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 Agreement, then the DDA, upon written notice to the Selected Proposer(s) or assignee of such occurrence, shall have the unqualified right to terminate the Agreement without any penalty or expense to the DDA. No guarantee, warranty or representation is made that any particular element of the contract or any contracts(s) will be awarded to any firm(s).

4.8 One proposal

Only one (1) proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ. This does not preclude an individual, firm, partnership, corporation or joint venture from submitting one proposal as a lead contractor, and another as a sub-contractor.

4.9 Minimum qualification requirements

Each firm interested in responding to this RFQ must provide the information on the firm's qualifications and experience, qualifications of the service team, team Manager's experience, and previous similar services. **Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.**

4.10 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 proposal 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 proposal 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 for a period of 36 months from the date of being placed on the convicted proposer list.

4.11 Resolution of protests

Any proposer who perceives itself aggrieved in connection to this RFQ solicitation or award of the Agreement may protest to the DDA 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's 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 DDA Executive Director. A protest may not be based upon a failure to recommend a particular proposer for award.

The written protest must be timely delivered to the DDA 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 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 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 DDA. Protest shall comply with Section 18-104 of the City of Miami Code. The filing of a protest shall be a condition precedent to any other action challenging an award.

4.12 Review of proposals 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 RFQ, and that has the integrity and reliability, which will assume good faith performance. Information not included in the proposal may be deemed relevant in making a determination of responsiveness.

4.13 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 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 DDA will investigate all situations where collusion may have occurred and the DDA reserves the right to reject any and all proposals where collusion may have occurred.

5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ package can be obtained 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 DDA's website www.MiamiDDA.com.

Proposers who obtain copies of this RFQ from sources other than the DDA risk the potential of not properly participating in the process for this particular RFQ. Such proposers are solely responsible for those risks.

5.2 Communications

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 DDA regarding this RFQ or any aspect of a proposal by a respondent or any representative of a proposer shall be limited to written communications until such time that the consultants have been approved by the Executive Director. All questions or requests for additional information must be asked and answered in writing by e-mail (preferable), fax, or certified mail. To ensure that your request or question has been received, contact Karry Maravilla at 305-579-6675 only to verify that the 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 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 RFQ. The deadline for receipt of questions is December 20, 2015.

Questions should be directed in writing via e-mail to:

Karry Maravilla

Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, Florida 33131
Email: maravilla@miamidda.com

5.3 Submittal format

All submittals must be on 8 1/2" X 11" paper, neatly typed, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. An unbound original and 7 bound copies (a total of 8) of the complete submittal must be received by the deadline specified in this RFQ Timetable. The original and all copies must be accompanied by an electronic copy of all proposal contents (flash drive, CD-ROM, DVD, etc.) and 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 M. Robertson
Executive Director
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, FL 33131

5.4 Cover Sheet

The cover sheet should contain the proposer's company name, address, telephone number, RFQ title and contact name.

5.5 Registration sheet

Please fill out and return the registration sheet contained herein via fax to 305-371-2423 Attn: Karry Maravilla. You may also send the information on the registration sheet via e-mail to maravilla@miamidda.com. The receipt of the registration sheet allows DDA staff to log in proposers accurately and communicate addenda, and any other relevant information.

5.6 Delivery and Deadline

Hand carried proposals may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 5:00 p.m., Mondays through Fridays. However, note that proposals are due at the above address 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 proposals must be delivered to the DDA by **5:00 p.m. on January 11, 2016**. Late and/or misdelivered proposals shall not be considered.

5.7 RFQ Timetable

The anticipated schedule* for this RFQ and contract approval is as follows:

Proposal advertised and available for pick-up	December 7, 2015
Deadline for receipt of questions (Week 2)	December 21, 2015
Deadline for receipt of proposals (Week 5)	January 11, 2016 at 5:00PM
Evaluation Committee meeting (Week 6)	January 19, 2016
DDA Committee Meeting (Week 8) (as necessary)	February 3, 2016
DDA Board Review/Approval (Week 9)	February 19, 2016
Contract Award (Week 9)	February 26, 2016

* The schedule and all dates are tentative, and may be adjusted by the DDA as necessary

Section 6.0 EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION

The procedure for proposal evaluation and selection is as follows:

1. RFQ is issued.
2. Receipt of proposals.
3. Opening and listing of all proposals received.
4. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFQ. If further information is desired, proposers may be selected to make additional written submissions or oral presentations before the Evaluation Committee makes its recommendation.
5. The Evaluation Committee shall recommend to the DDA Board the proposal(s) that the Evaluation Committee believes to be in the best interest of the DDA. The Evaluation Committee shall base its recommendations on the following factors:
 - a. Demonstrated track record of accomplished work in Information Technology Management Services
 - b. Knowledge and understanding of IT management
 - c. Team structure and accessibility
 - d. Team capacity, experience, and industry credibility
 - e. Approach to customer service
6. After considering the recommendation(s) of the Evaluation Committee, the DDA staff shall recommend to the DDA Executive Director the proposal(s) that deems to be in the best interest of the DDA.
7. The DDA Executive Director shall consider the Evaluation Committee's recommendation(s) and, may reject those recommendation(s) and select another proposal or proposals. In any case, DDA Executive Director shall select the proposal or proposals acceptance of which the DDA Executive Director deem to be in the best interest of the DDA. The DDA Executive Director may also reject all proposals.
8. Negotiations between the selected proposer(s) and the DDA take place to arrive at a final negotiated scope of work and fee arrangement. If the DDA Executive Director has so directed, the DDA may proceed to negotiate with a proposer other than the top-ranked proposer to produce a mutually acceptable and cost effective agreement within a reasonable period of time.
9. A proposed agreement is presented to the DDA Board for approval, modification and approval, or rejection.
10. If approved by the DDA Board, the DDA Executive Director shall sign the agreement after the selected proposer(s).

Important Note: By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

7.0 RFQ RESPONSE FORMS AND PROPOSAL CHECK LIST

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

CHECKLIST	<u>Submitted With Proposal</u>
RFQ Cover Sheet This form <i>must be completed, signed, and returned</i> with proposal.	YES _____
Certificate of Authority , to be completed, <i>signed</i> and returned with proposal. <i>Complete applicable form only.</i> 7.2.1. Certificate of Authority (If Corporation) 7.2.2. Certificate of Authority (If Partnership) 7.2.3. Certificate of Authority (If Joint Venture)	YES _____
Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFQ <i>(must be signed)</i>	YES _____
Debarment and Suspension Certificate <i>(must be signed)</i>	YES _____
Statement of Compliance with Ordinance 10032	YES _____
Conflict of Interest, if applicable	YES _____
Complete proposal with all required documentation Table of Contents Introduction Experience Service Team Work Plan Fee Structure Agreement Comments	YES _____

**Request for Qualifications
FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

Please make this the first page of your application.

COVER SHEET

Name of proposer:

Address:

Telephone:

Fax:

E-Mail:

Website:

I certify that any and all information contained in this proposal to the RFQ is true; and I further certify that this proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a proposal 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.

Please print the following and sign your name:

Signature

Print Name/Title

Date

FORM 7.2.1

**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 proposal dated, _____, 20____, to the 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**

**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 proposal dated, _____ 20_____, to the 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

7.2.3

**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 proposal
dated, _____ 20__ , to the 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)

7.3 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend and hold harmless the 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 RFQ or the Agreement 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 Agreement 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 RFQ or the Agreement. 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 RFQ or the Agreement, compliance with which is left by the Agreement 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 RFQ or the Agreement 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 RFQ or the Agreement 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 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
 - 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
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 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: 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 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 that cover the contractual period, the DDA shall:

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

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

Proposer: _____
(Company name)

Signature: _____

Date: _____

Print Name: _____

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

7.4 INTENTIONALLY OMMITTED

7.5 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 Executive Director, after consultation with the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of DDA contracts. The debarment shall be for a period of not fewer than three (3) years. The Executive Director shall also have the authority to suspend a contractor from consideration for award of DDA 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 Executive Director after approval by the City Attorney, and the DDA Board of Directors.

(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 Executive Director 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, including the City;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing DDA contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the DDA 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: _____

7.6 INTENTIONALLY OMMITTED

7.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 20____.

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

The proposer agrees if this proposal is accepted, to execute an appropriate DDA document for the purpose of establishing a formal contractual relationship between the proposer and the DDA, for the performance of all requirements to which the proposal pertains.

The proposer states that this proposal is based upon the documents identified by the following number: RFQ No. _____.

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

Name	Street Address	City	State	Zip

The proposer further certifies that this 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 DDA, has an interest directly or indirectly in the profits or emoluments of the Agreement, job, work or service to which the proposal pertains.

SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2016 but effective as of _____, 2016 ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("DDA") and _____ ("Provider").

RECITALS:

A. WHEREAS,

B. TERMS:

1. RECITALS: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. TERM: The initial term of this Agreement shall commence on the Effective Date and shall continue until _____, _____. The DDA Executive Director shall have the authority to extend this Agreement with optional annual renewals in an amount to be negotiated, subject to city attorney approval and budgetary constraints.
3. SCOPE OF SERVICE: Provider agrees to provide the Services as specifically described in Attachment "B" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due DDA or the City of Miami ("City"), including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be

performed in the manner and in the time period described in Attachment “B”. The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as subcontractors to perform said Services. Provider agrees that all additional subcontractors shall first be approved by the DDA. Notwithstanding DDA’s approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Provider had provided said Services.

4. COMPENSATION:

A. The amount of compensation payable by DDA to Provider shall be based on the fee schedule described in Attachment “B” hereto, provided, however, that in no event shall the amount of compensation exceed _____for services, including reimbursable expenses approved in advance by the DDA.

B. Payment shall be made within (30) days after receipt of Provider’s request for payment, which shall be certified as to the percentage of completion of the tasks identified in Attachment “B”, and accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should DDA require one to be performed. Provider shall not submit more than one (1) request for payment per month.

5. OWNERSHIP OF DOCUMENTS: Upon termination of this Agreement for any reason whatsoever, Provider shall promptly return to DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and other physical representations of any information relating to DDA or to the business of DDA. Provider hereby acknowledges that any and all such items, physical representations and information that Provider has used, prepared or come into contact with, or shall use, prepare, or

come into contact with while acting as a consultant of DDA are, and shall remain at all times, the sole property of DDA.

6. AUDIT AND INSPECTION RIGHTS:

A. DDA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by DDA to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. DDA may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as DDA deems reasonably necessary to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof, if applicable. Provider shall make available to DDA all reasonable facilities and assistance to facilitate the performance of tests or inspections by DDA representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-100 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

7. AWARD OF AGREEMENT: Provider represents and warrants to DDA that it has not employed or retained any person or company employed by DDA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by DDA and the public to

all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by DDA.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. DDA and Provider agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10. INDEMNIFICATION: The Provider agrees to indemnify, defend and hold harmless DDA and its directors, officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement 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 Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), or (ii) the failure of the Provider to comply with any of the paragraphs herein or (iii) the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider 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 Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payment under state Workers'

Compensation or similar laws.

The DDA agrees to indemnify, defend and hold harmless the Provider and its officials, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement 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 the DDA or its employees, agents or subcontractors, or (ii) the failure of the DDA to comply with any of the paragraphs herein or (iii) the failure of the DDA to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

11. DEFAULT: If Provider fails to comply with any term or condition of the Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder DDA, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by DDA to Provider while Provider was in default shall be immediately returned to DDA. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to DDA for all expenses incurred by DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by DDA in the re-procurement of the Services, including consequential and incidental damages.

12. DDA’S TERMINATION RIGHTS: DDA shall have the right to terminate this

Agreement, in its sole discretion, at any time, by giving written notice to Provider at least ten (10) calendar days prior to the effective date of such termination. In such event, DDA shall pay to Provider compensation for Services rendered and expenses incurred prior to the effective date of termination. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the Provider up to the time of termination certified in accordance with the provisions of this Agreement. In the event partial payment has been made for Services not performed, the Provider shall return such sums to the DDA within ten (10) days after receipt of written notice that said sums are due. In no event shall DDA be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

DDA shall have the right to terminate this Agreement, without notice or liability to Provider, upon the occurrence of an event of default hereunder. In such event, DDA shall not be obligated to pay any amounts to Provider and Provider shall reimburse to DDA all amounts received while Provider was in default under this Agreement.

13. INSURANCE: Provider shall, at all times during the term hereof, maintain Professional Liability Insurance in the amount of \$1,000,000. Provider shall ensure that all subcontractors retained by the Provider under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of DDA for adequacy of protection and evidence of such coverage shall be furnished to DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to DDA. Completed Certificates of Insurance shall be filed with DDA prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with DDA.

If, in the judgment of DDA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, DDA reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following DDA's written notice, this Contract shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

14. NONDISCRIMINATION: Provider represents and warrants to DDA that Provider does not engage and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

15. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of DDA's, which may be withheld or conditioned, in DDA's sole discretion.

16. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated here in or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

TO MIAMI DDA:

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

17. MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in ether event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
18. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.
19. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide services to DDA as an independent contractor, and not as an agent or employee of DDA.

Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of Miami, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to DDA under this Agreement.

20. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

21. ENTIRE AGREEMENT: This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

22. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

23. TIME FOR COMPLETION: Any specific task related service described in Attachment "B" shall commence upon execution of this document by both parties.

24. FORCE MAJEURE: Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be

avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has occurred as soon as practicable after the occurrence but not later than ten (10) working days after the occurrence, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Downtown Development Authority
of the City of Miami, an independent agency
and instrumentality of the City of Miami

ATTEST:

Madelyne S. Raybourn
Secretary

By: _____
Alyce M. Robertson
Executive Director

“PROVIDER”

ATTEST:

Signature

By: _____

Print

STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

Proposer certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a “**First Source Hiring Agreement.**”

Proposer will complete and submit the following questions as part of the RFQ.

Violations of this Ordinance may be considered cause for annulment of a Contract between the Successful Proposer(s) and the DDA.

A. Do you expect to create new positions in your company in the event your company was awarded a contract by the DDA?

_____ Yes _____ No

B. In the event your answer to Question “A” is yes, how many new positions would you create to perform this work? _____

C. Please list below the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions that might be created as a result of this award of a contract.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

(Use additional sheets if necessary)

PROPOSER NAME: _____

SIGNATURE/TITLE: _____

DATE: _____

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

1) Will there be an opportunity for on-site technical evaluation prior to submitting a proposal? This is part of our standard process, in ensuring we submit an accurate proposal covering all that's expected of us as a vendor. It should take no more than one hour. – Not at this stage. Companies that are added to the RFQ pool will be able to evaluate the system in more depth upon solicitation of specific IT management projects.

2) We would need the following information to provide a comprehensive proposal:

- a) Number of Physical Servers - 1
- b) Number of Virtual Servers - 3
- c) Number of Desktop Computers - 25
- d) Number of Mobile Devices - 12
- e) Number of Computer Users - 25
- f) Number of Office Locations - 1

3) What was the DDA's 2014-2015 budget for IT? Can this be broken down into hardware/software purchases, and IT Support services? Services ~ \$50,000

4) Is there currently a continuity plan in place? - Yes

5) What are the expectations in terms of response and resolution time from the vendor? The Miami DDA expects that the consultants to have a high level of response and resolution to reported issues. We would like to hear your particular thoughts on how your business provides service to clients. On page 6, item 2.1.1 Customer Support requests that proposers, "Discuss the philosophy of customer interaction within a support services role."

6) Is the DDA current being provided services on an hourly/retainer basis, or on a monthly agreement? - Monthly

7) Why is the DDA seeking a new vendor? Is there something the current vendor is lacking, or it is just a requirement to bid out these services in certain intervals? – Procurement requirement

8) Does the DDA provide mobile devices and tablets to their users, or is there a BYOD policy in place? - Both