



Request for Qualifications (RFQ)

**For the Purpose of Establishing a List of Pre-Qualified Consultants for
Various Planning, Engineering, Architecture and Design Services (“Services”)**

Friday, January 25, 2019 (Published Date)

Updated February 7, 2019

RFQ NO. 18-19-01 PLANNING

Alyce M. Robertson, Executive Director

Submissions are due no later than

March 1, 2019 at 5:00PM EST

(No exceptions)

at

Miami Downtown Development Authority

200 South Biscayne Blvd.

Suite 2929

Miami, Florida 33131305.579.6675

SUBMITTALS WILL BE OPENED AT THE TIME AND PLACE SPECIFIED. SUBMITTALS RECEIVED AFTER THE FIRST SUBMISSION HAVE BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO MIAMI 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.

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REQUEST FOR QUALIFICATIONS

REGISTRATION FORM

This form must be used to communicate information with respect to questions and addenda as needed. All questions must be submitted in writing and responses shall be posted on www.miamidda.com to allow all parties to have the same information available. **Please submit written request by e-mail to Prisca Tomasi at tomasi@miamidda.com.**

Name of Applicant: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-Mail: _____

Section 1.0 OVERVIEW

1.1 RFQ Overview

The Downtown Development Authority of the City of Miami, Florida (“Miami DDA”) is soliciting qualification packages to establish a list of pre-qualified consulting firms on an as-needed basis to provide a variety of planning, engineering, architecture and design services (“Services”) for future plans, studies, etc. throughout Downtown Miami and the Miami DDA district.

1.2 The Miami Downtown Development Authority

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 before seen in the “City of Miami.”

The Miami DDA is an independent agency of the City, focused on improving the quality of life for stakeholders, residents, and visitors in Downtown Miami through business development, infrastructure and capital improvements, and the provision of services. Through its programs and initiatives – as well as its partnerships with other government entities and organizations – the Miami DDA is strengthening Downtown Miami’s position as an international center for commerce, culture, and tourism.

Powered by the support of City stakeholders, residents, and an active 15-member board of directors, the Miami DDA is the engine for Downtown Miami’s ongoing transformation into one of the world’s great urban centers. The Miami DDA is supporting Downtown Miami’s growth – and preparing for future growth – through business development, initiation of innovative progressive planning principles, advocacy for infrastructure and capital improvements, as well as resident, stakeholder, and visitor services.

The Miami DDA is funded by the property taxes collected within its district, with a budget of approximately \$10 million. 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 and 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:

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

For more information please visit the Miami DDA website www.miamidda.com. It is suggested your firm review the 2025 Downtown Miami Master Plan and the Miami DDA Annual Report. Both documents are available on the website.

Section 2.0 DESCRIPTION OF SERVICES / SCOPE OF WORK

2.1 Scope of Work

The Miami DDA is seeking qualified firms to provide some or all of the Services, on an AS NEEDED basis, including but not limited to:

- a) Archaeological services
- b) Architectural services, urban design, and historic preservation
- c) Aviation planning (e.g., FAA Building height awareness)
- d) Civil engineering including, but not limited to drainage, stormwater management, utility management and roadway design
- e) Computer renderings and three-dimensional modeling
- f) Construction management related to roadways, buildings, transit and transportation.
- g) Cost estimating related to roadways, buildings, transit and transportation
- h) Facilitation, public engagement and outreach
- i) Funding/Financing analysis
- j) GIS mapping support services
- k) Grant writing
- l) Landscape architecture and environmental services including but not limited to low impact design and other sustainable design techniques and lighting design
- m) Land surveying
- n) Miscellaneous surveys and/or assessments
- o) Transit and transportation planning including but not limited to traffic analysis, congestion management, traffic counts, pedestrian counts, mobility studies and field investigations
- p) Urban planning and master planning services
- q) Resiliency planning
- r) Environmental impact studies

Firms may choose to submit responses for any or all services listed above. Selected services must be formally indicated on Form 8.6 – Service Area Selection Matrix.

The Miami DDA will only accept qualification packages from individual firms. As specific service needs are identified, the Miami DDA may assemble consultant teams from the approved list of consultants. Therefore, the use of subconsultants is not necessary. Additionally, as specific service needs are identified, the selected firm(s) will be required, at the request of Miami DDA, to submit a specific project proposal.

Section 3.0 QUALIFICATIONS SUBMITTAL / REQUIREMENTS

3.1 Proposal Format

The Miami DDA requests one (1) original labeled “original,” one (1) electronic copy (on thumb drive or file sharing service), and seven (7) hard copies of the entire application. The original and all copies must be submitted together in a sealed package, clearly indicating the Respondent’s name, address, telephone number, RFQ title, submittal date and addressed to:

Ms. Prisca Tomasi
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, FL 33131

All submittals must be on 8 1/2" X 11" paper, neatly typed (single or double sided), with normal margins, and spacing.

Please include the following information with your response in the order of the sections listed below. Please adhere to page limitations described in each section.

3.2 Letter of Interest and Executive Summary

Include a brief introduction/summary explaining your firm’s qualifications and experience. Please indicate for which service(s) your firm is submitting and your specific expertise as outlined in Section 2.1, Scope of Work. Also, include the names and titles of the persons who will be authorized to make representations on behalf of the Proposer. **No more than 2 pages.**

3.3 Proposer Profile

Provide the following information regarding your firm and staff as they relate to the services you will be providing. Qualifications should be provided for your firm only. The use of subconsultants is not permitted.

Items to be provided:

- A firm profile including a brief history of your firm, firm philosophy, the year it was established, number of staff and office location(s). Please indicate the office that will act as primary contact for services rendered. **No more than 3 pages.**
- A complete organizational chart of proposed staffing. **No more than 1 page.**
- Resumes of staff who will be working on this project. Indicate which services each staff person will be providing according to the Scope of Work outlined in Section 2.1. Please include years of experiences, education and credentials. **No more than 1 page per staff person.**
- Complete client list for past five (5) years and applicable references.

- Awards list (as applicable).

3.4 Proposer's Experience

- a) Relevant Past Performance: Describe the Proposer's past performance and experience on consulting services of this type.
- b) Comparable Projects: For each of the Services to which you are applying, please provide three (3) comparable projects either completed or ongoing within the past seven (7) years. **No more than 2 pages per project.**

Please include the following:

- Detailed description of the project including the firm's role
- Project images, as applicable
- Duration of project
- Deliverables/Results
- Contact person, phone number and email of the client for reference
- Indicate which comparable services were provided

3.5 Fee Structure

~~Since this is an RFQ for establishing a list of consultants for future services in order to allow for the estimation of costs dependent on type of service, please provide hourly rates for each person within your firm categorized for each type of service for which you shall be providing a proposal. Please list hourly rate position (i.e., President, Vice President, Principal, Administrator, etc.).~~



Section 4.0 RFQ GENERAL CONDITIONS

4.1 Acceptance/Rejection

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

4.2 Miami DDA Not Liable for Delays

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

4.3 Contract Award and Miami DDA's Rights

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFQ, applicable City 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 Costs Incurred By Proposers

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

4.5 Legal Requirements

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

4.6 Non-Appropriation of Funds

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

4.7 One Proposal

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ for each project and/or for each discipline for miscellaneous projects.

4.8 Minimum Qualification Requirements

Each firm interested in responding to this RFQ must provide all information listed in sections 3.2- 3.5, including but not limited to 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 stated in Section 3.0 of this document will be considered non-responsive and eliminated from the process.**

4.9 Public Entity Crimes

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

4.10 Resolution of Protests

Any Proposer who perceives itself aggrieved in connection to this RFQ or award of the Contract may protest to the Executive Director: (i) within three days of issuance of the RFQ (if a protest of the RFQ solicitation); or (ii) within two days of the recommendation of the award by the Executive Director is received or known by the Proposer. A protest is limited to deviations from established selection/negotiation procedures set forth in the City of Miami Procurement Ordinance. A protest may not be based upon or challenge the relative weight of the evaluation criteria, the formula for assigning points or from a simple disagreement with the opinion(s) of the 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 mis-delivered protests cannot be considered. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or award is based, and shall include all pertinent documents and evidence.

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

4.11 Review of Responses for Responsiveness

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

4.12 Collusion

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

4.13 Intellectual Property

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

4.14 Term

The Miami DDA anticipates that the pool of qualified providers will be valid for a minimum of three (3) years, with two (2) possible one (1)-year extensions at the discretion of the Executive Director. Final terms will be subject to approval of the Board of Directors.



Section 5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ package can be obtained as of Friday, January 25, 2019 by visiting, phoning, or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675; or e-mail tomasi@miamidda.com. The RFQ is also available on Miami DDA's website at www.miamidda.com.

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

5.2 Communications and Questions

Miami DDA staff will communicate with potential Proposers regarding this RFQ only with regard to matters of process and procedure already contained in this RFQ document. Except for potential scheduled presentations, contact with the Miami DDA regarding this RFQ or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been approved by the Board. Section 18-74 of the City of Miami's Code of Ordinances shall apply regarding Cone of Silence.

All questions or requests for additional information must be submitted in writing by (preferable) e-mail. To ensure that your request or question has been received, you may contact Prisca Tomasi only to verify that the Miami DDA is in receipt of your request. The request must contain the RFQ title, proposer's name, contact person name, address, phone number, fax number and email address. The Miami DDA will respond in a timely manner. Any responses to such questions or requests shall be furnished to all registered potential proposers in the form of an addendum to this RFQ. The deadline for receipt of questions is February 15, 2019. Questions should be directed to:

Ms. 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

5.3 Non-Mandatory Pre-bid Teleconference Call

A non-mandatory pre-bid teleconference call will occur on **February 8, 2019, 2:00 PM EST.**

The Conference Call number and access code will be provided upon request to all registered potential proposers.

Electronic recordings of the conference call will be made available to all registered potential proposers upon request. Requests may be subject to applicable costs for preparation.

5.4 Registration Form

Please fill out and return the registration sheet contained herein via email to Prisca Tomasi at tomasi@miamidda.com. The receipt of the registration sheet allows Miami DDA staff to log in proposers accurately, communicate addenda, provide conference call numbers and any other relevant information.

5.5 Delivery and Deadline

All submittals must be delivered to the Miami DDA by 5:00 PM EST on **Friday, March 1, 2019.** Submittals are encouraged in advance of deadline. Late and misdelivered submittals shall not be considered.

Hand carried submittals may be delivered **ONLY** between the hours of 9:00 A.M. and 5:00 P.M., Mondays through Fridays, excluding holidays.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address appears on the exterior of the package and the inner package, as applicable, shall satisfy Proposed Format Submittal requirements per Section 3.0.

5.6 RFQ Timetable* *subject to change*

RFQ Available to Public	January 25, 2019
Non-Mandatory Pre-Bid Teleconference Call	February 8, 2019
Deadline for Receipt of Questions	February 15, 2019
Submittal Deadline	March 1, 2019
Firm Selection	March 22, 2019

Section 6.0 EVALUATION / SELECTION PROCESS

6.1 Introduction

Following the opening of the qualification packages, the submissions 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.

All responsive qualification packages will be evaluated by an Evaluation Committee, consisting of three (3) or more members, appointed by the Executive Director of Miami DDA. The committee may be comprised of appropriate Miami DDA Board members, and/or members of the community.

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 according to each of the eighteen (18) services described in the scope of services of this RFQ. 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. All references will be subject to appropriate evaluation.

CRITERIA	POINTS
Overall Quality of Submittal	20
Qualification of Proposer/Staff	35
Proposer's Experience	35
Hourly Rates and Staffing Strategy	10
TOTAL POINTS	100

CRITERIA	POINTS
Firm Profile	10
Overall Quality of Submittal	20
Qualification of Proposer/Staff	35
Proposer's Experience	35
TOTAL POINTS	100

Based on the Evaluation Committee's scoring, firms will be ranked and the top ranking firms may be invited to present in person.

Section 7.0 TASK ORDER PROPOSAL PROCESS*

7.1 General Information

At the time a project is identified, the Miami DDA may request a Task Order proposal from any or all of the pre-qualified firms. The decision on which firms receive a Task Order proposal request will be made by the Executive Director and based on the qualifications and experience required to complete the proposed Scope of Work for the Task.

7.2 Consultant Selection Process of Prequalified Consultants, on an AS NEEDED basis:

- a) Project is identified
- b) Scope of Work / Task Order is prepared by staff
- c) Pre-Qualified Consultants are reviewed by staff for qualifications consistent with the proposed Scope of Work / Task Order
- d) Task Order proposal requests sent out to select Pre-Qualified Consultant(s)
- e) Task Order proposal responses received from Consultant(s) are reviewed and ranked by staff
- f) Preferred Consultant Selection Thresholds:
 - i. up to \$50k – decision by Executive Director
 - ii. More than \$50k – decision by Miami DDA Board
- g) Consultant Contacted
- h) Contract Negotiated and Awarded
- i) **Fee Structure**
 - i. **The Miami DDA will move into the compensation negotiation process only after the submitting firms have been reviewed and ranked based on their ability to provide the requested professional services. Fee structures are not required to be submitted with this proposal.**

**Final terms will be subject to approval of the Board of Directors.*

7.3 Contract Award

The Miami DDA may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this work order proposal request process; or waive any minor / technical omissions, irregularities or technicalities therein or in the responses received as a result of this process.

Section 8.0 RFQ RESPONSE FORMS AND CHECK LIST

8.0 CHECKLIST

CHECKLIST		<u>Submitted With Proposal</u>
8.1	RFQ Cover Sheet This form <i>must be completed, signed, and returned</i> with Proposal.	YES <input type="checkbox"/>
8.2	Certificate of Authority , to be completed, <i>signed</i> and returned with Proposal. <i>Complete applicable form only.</i> 8.2.1. Certificate of Authority (If Corporation) 8.2.2. Certificate of Authority (If Partnership) 8.2.3. Certificate of Authority (If Joint Venture) 8.2.4. Certificate of Authority (If Individual)	YES <input type="checkbox"/>
8.3	Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFQ (<i>must be signed</i>)	YES <input type="checkbox"/>
8.4	Debarment and Suspension Certificate (<i>must be signed</i>)	YES <input type="checkbox"/>
8.5	Conflict of Interest, <i>if applicable</i>	YES <input type="checkbox"/>
8.6	Complete Submittal <i>with all required documentation</i> <i>(Service Area Selection Matrix)</i>	YES <input type="checkbox"/>

8.1 COVER SHEET

Please make this the first sheet of your application.

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Website: _____

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

Print Name

Signature

Title

Date

FORM 8.2.1

**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
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 8.2.2

**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 8.2.3

**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 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 8.2.4

**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

8.3 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

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

I. COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability
 - Bodily Injury and Property Combined Single Limit
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$2,000,000
 - Personal and Adv. Injury \$1,000,000
 - Products/Completed Operations \$1,000,000

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

II. AUTOMOBILE BUSINESS

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability Combined Single Limit
 - Any Auto
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000

- B. Endorsements Required
 - Miami DDA included as an Additional Insured
 - Employees included as insured
 - Waiver of Subrogation

III. WORKER'S COMPENSATION

- Limits of Liability
- Statutory-State of Florida

IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Printed Name: _____

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8.4 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: _____

Printed Name: _____

Signature: _____

Date: _____

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8.5 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 2019.

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

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

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

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

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this Bid/Proposal complies with Section 4(c) of the Charter of the City of Miami, Florida, as amended, 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.

Print Name

Signature

Title

Company Name

8.6 SERVICE AREA SELECTION MATRIX

Submitted this _____ day of _____, 2019.

The undersigned, as Bidder/Proposer, formally submits qualifications toward the indicated areas.

SUBMITTED		SERVICE AREAS
1	<input type="checkbox"/> Yes <input type="checkbox"/> No	Archaeological services
2	<input type="checkbox"/> Yes <input type="checkbox"/> No	Architectural services, urban design, and historic preservation
3	<input type="checkbox"/> Yes <input type="checkbox"/> No	Aviation planning (e.g., FAA Building height awareness)
4	<input type="checkbox"/> Yes <input type="checkbox"/> No	Civil engineering including, but not limited to drainage, stormwater management, utility management and roadway design
5	<input type="checkbox"/> Yes <input type="checkbox"/> No	Computer renderings and three-dimensional modeling
6	<input type="checkbox"/> Yes <input type="checkbox"/> No	Construction management related to roadways, buildings, transit and transportation
7	<input type="checkbox"/> Yes <input type="checkbox"/> No	Cost estimating related to roadways, buildings, transit and transportation
8	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facilitation/Public engagement
9	<input type="checkbox"/> Yes <input type="checkbox"/> No	Funding/Financing analysis
10	<input type="checkbox"/> Yes <input type="checkbox"/> No	GIS mapping support services
11	<input type="checkbox"/> Yes <input type="checkbox"/> No	Grant writing
12	<input type="checkbox"/> Yes <input type="checkbox"/> No	Landscape architecture and environmental services including but not limited to low impact design and other sustainable design techniques and lighting design
13	<input type="checkbox"/> Yes <input type="checkbox"/> No	Land surveying
14	<input type="checkbox"/> Yes <input type="checkbox"/> No	Miscellaneous surveys and/or assessments
15	<input type="checkbox"/> Yes <input type="checkbox"/> No	Transit and transportation planning including but not limited to traffic analysis, congestion management, traffic counts, pedestrian counts, mobility studies and field investigations
16	<input type="checkbox"/> Yes <input type="checkbox"/> No	Urban planning and master planning services
17	<input type="checkbox"/> Yes <input type="checkbox"/> No	Resiliency
18	<input type="checkbox"/> Yes <input type="checkbox"/> No	Environmental impact studies

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

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