



**Request for Proposals
For Downtown Ambassadors Safety and
Hospitality Program Services (“Services”)**

RFP NO. 18-19-02

Alyce M. Robertson, Executive Director

**Submissions are due no later than
May 22, 2019 at 5:00PM EST
(No exceptions)**

at

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

**Miami, Florida 33131
305.579.6675**

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 MIAMI DDA ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. MIAMI 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 Proposals
For Downtown Ambassadors Safety and Hospitality Program Services

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**Request for Proposals
For Downtown Ambassadors Safety and Hospitality Program Services**

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(s) by e-mail to Prisca Tomasi at tomasi@miamidda.com. No response will be given to oral questions.**

Name of Applicant: _____
(Include official business name of Provider/ Proposer)

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-Mail: _____

Section 1.0 RFP OVERVIEW

1.1 RFP Overview

The Downtown Development Authority of the City of Miami (“Miami DDA”) has issued this request for proposals (“RFP”) to solicit proposals from qualified and experienced firms to provide Security and Hospitality related Services (“Services”) throughout the Downtown area. The services will supplement the baseline level of services that are being provided by the City of Miami, as well as any other public agency providing services in a limited area such as a government building.

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 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.

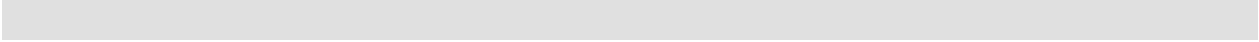
Powered by the support of City stakeholders, residents, businesses, employees, and an active 15-member board of directors, the Miami DDA is the engine for Downtown Miami’s ongoing transformation into one of the world’s great urban centers. The Miami DDA is supporting Downtown Miami’s growth – and preparing 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 agreements, 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 / QUALIFICATIONS / SCOPE OF WORK

2.1 Program Objectives

The Downtown Miami Ambassadors Program (“Program”) was established in 2007 with the mission of ensuring a safe and welcoming environment for Downtown visitors, workers, and residents.

2.2 Service Area

Downtown Ambassadors (“Ambassadors”) may be asked to serve in any part of the Miami DDA district, also referred to as “Downtown” (see attached map; Attachment C).

2.3 Ambassador Services / Scope of Work

The Program emphasizes hospitality and security. As additional “eyes and ears” to the Miami Police Department and as roving Ambassadors or concierges for the Downtown community, Ambassadors routinely perform a wide variety of tasks and are expected to exercise independent good judgment under minimal supervision. The Ambassadors team works cooperatively with a variety of partner organizations, and each Ambassador is expected to develop a clear understanding of each partner organization’s mission as well as strong working relationships with their counterparts at these organizations.

Partner organizations include:

- City of Miami Police Department – <http://www.miami-police.org/index.asp>
- City of Miami Homeless & Veterans Affairs Department – <https://www.miamigov.com/Government/Departments-Organizations/Human-Services>
- City of Miami NET Office - <https://www.miamigov.com/Government/Departments-Organizations/Neighborhood-Enhancement-Team-NET>

Hospitality-related functions may include any or all of the following :

- Greeting Downtown workers, visitors, and residents with a smile, courteous, and helpful attitude ;
- Providing information and responding to inquiries regarding Downtown businesses, government and educational facilities, services, facilities, and special events and programs ;
- Providing directions ;
- Setting up and staffing information kiosks, as needed ;
- Conducting street surveys and distributing informational material as needed;
- Visiting downtown business owners and managers to share information and report concerns ;
- Informing persons experiencing homelessness about available services; connecting them to partner organizations;
- Informing citizens how to effectively handle panhandling and loitering situations ;
- Any other related service as deemed necessary and appropriate by Miami DDA staff

Security-related functions may include any or all of the following :

- Serving as an extra set of eyes and ears to the Miami Police Department ;
- Providing “safe walk” services for Downtown employees, residents, and visitors ;
- Reporting code compliance, solid waste, and “quality of life” concerns to appropriate agencies or entities;
- Assisting the City of Miami Human Services (Homeless & Veterans Affairs Department) in addressing street population issues ;
- Responding to calls concerning incidents such as suspicious persons or injuries and alerting other responders (police, fire rescue, Homeless & Veterans Affairs Program) as appropriate ;
- Monitoring and patrolling the Downtown area with the aim of deterring criminal activity and disruptive street behavior;
- Maintaining open communication with Miami Police Department personnel ;
- Conducting routine patrol of downtown parks and other public gathering spaces ;
- Coordinating with and assisting the Miami DDA’s “Downtown Enhancement Team,” which provides litter pick-up, graffiti removal, and landscape maintenance services ;
- Monitoring and reporting deficiencies to City services to ensure that streets remain bright and clean ;
- Any other related service as deemed necessary and appropriate by Miami DDA staff

Ambassadors are expected to patrol Downtown Miami on foot and, as warranted, by bicycle or other allowable means. The Program currently operates **seven (7)** days per week, **three hundred and sixty- five (365)** days a year, on a schedule designed to meet the specific priority needs of various areas within the Miami DDA District. For purposes of responding to this request for proposals (“RFP”), assume service will be provided in the Central Business District and Brickell area depicted on the attached “Miami DDA District Map.” These districts and their boundaries are subject to change; the Miami DDA will review such changes with the selected provider (“Provider”) and, if changes require staffing adjustments resulting in costs beyond the limit of the agreed budget, the parties will negotiate a contract agreement (“Agreement”) amendment, subject to funding availability and Miami DDA board approval.

From time to time, special events necessitate additional Ambassador staffing. An “event pool” of Ambassador service-hours will be established from which events can be staffed at regular, rather than overtime, rates; regular hours during which staffing falls below the agreed-upon minimum will be credited to the event pool.

It is expected that sufficient supervisory staff will be on duty at all times that Ambassadors are active. Ambassadors and supervisors must be flexible with regard to days and hours of work. Total labor hours may be extended and/or shifted in accordance with the varying needs of the Downtown district throughout the Agreement period but will be kept within the limit of the agreed budget.

It is expected that the Provider shall provide a Program Manager who will be responsible for ensuring work scope fulfillment and meeting performance standards in compliance with the

negotiated Agreement. The Program Manager will be expected to attend meetings of the Miami DDA Board of Directors, Miami DDA committees, partner organizations, and/or community meetings as deemed appropriate by Miami DDA staff. Ambassador supervisors may also be asked to participate in these meetings.

Ambassadors are expected to be proactive in identifying and resolving incidents ranging from assisting Downtown visitors with directions to reporting broken traffic signals. It is expected that Ambassadors will be provided sufficient equipment and training to address concerns in an efficient and effective manner, and that incident management, reporting and follow-up activities will not result in any reduction of the number of Ambassadors in the field at any time. The Miami DDA seeks an emphasis on action, rather than documentation. Associated functions may include:

- Advising Provider of new equipment and/or training needs as they arise ;
- Suggesting improvements for providing quality service ;
- Reporting incidents to the Miami DDA and appropriate responsible agencies;
- Re-visiting issues in a timely manner to ensure proper resolution .

2.4 Qualifications

It is expected that the selected Provider will be fully qualified in the management of Ambassador-type (Safety and Hospitality) programs in comparable communities and will be able to provide evidence of these qualifications and at least two years of directly relevant management experience.

2.5 Human Resources

The Provider will be responsible for day-to-day management of the Program, including screening, hiring, training, and supervising Ambassadors in the provision of security and hospitality services. However, the Miami DDA reserves the right to approve the hiring of all Provider employees providing Ambassador services, including supervisors, and the structure and content of all Ambassador training programs.

The Miami DDA expects that Ambassadors will be direct employees of the Provider and that the Provider will hire individuals who are dependable, trustworthy, enthusiastic, and personable and customer-service oriented. A thorough background check is to be conducted prior to the hiring of any Ambassador. Proposed budgets should include an itemization of personnel costs, including the range of competitive salaries to be offered, benefits, taxes, worker's compensation and unemployment insurance coverage for program employees.

All Ambassadors are employees of the Provider. The Provider will supervise, direct, manage, retain and discharge them. As to the Miami DDA and the City of Miami are not entitled to any employee benefits or emoluments or any benefits offered to Miami DDA employees.

The Miami DDA reserves the right to request that an Ambassador be replaced at any time, for any reason.

Current staffing consists of 20 Ambassadors. (See table below; table displayed as a SAMPLE)

2.6 Deployment

Downtown Ambassador Team			
Operations - Project Manager		40 hours per week	
CBD Weekday			
1	Supervisor	MTW 8:30 / RF 10:30	
2	Ambassador	8:30 AM - 4:30 PM	
2	Ambassador	10:30 AM - 6:30 PM	
CBD Weekend			
1	Supervisor	8:30 AM - 4:30 PM	
2	Ambassador	8:30 AM - 4:30 PM	
CBD Night			
1 (same as CBD weekend)	Supervisor	6:30 PM - 12:00 AM	
2	Ambassador	6:30 PM - 12:00 AM	
Brickell Night			
4	Ambassador	6:30 PM - 1:00 AM	
Biscayne Boulevard (Schedules Vary – with Event Schedules)			
1	Supervisor	6:00 PM - 11:00 PM	
4	Ambassador	6:00 PM - 11:00 PM	

- During special events, Provider will be expected to make necessary adjustments to maintain the performance standards outlined in this scope of services.

2.7 Training

The Provider shall be responsible, at its own expense, for providing initial (program start-up and new hire) and on-the-job training to Ambassadors and associated Program staff. Initial training must consist of at least 40 hours per employee. On-the-job training must be provided for each member of the Ambassador team for an average of three to six hours at least every three months and may take place more frequently as required. Training schedules, providers, and curricula shall be subject to the approval of Miami DDA staff; the Miami DDA may opt to provide certain trainings directly.

Training topics shall include, without limitation, at a minimum:

- Downtown Miami and its history, population, and neighborhoods ;
- Downtown’s attractions, activity centers, and special issues and concerns ;
- Names and locations of Downtown hotels, banks, government offices, parking lots, major retail businesses, parks, and cultural and entertainment venues ;
- Downtown activities and events ;
- The Miami DDA’s vision, mission, core values and key staff ;
- Partner organization missions and key staff ;
- Standard Operating Procedures;
- Appropriate conduct, attitude, and etiquette ;
- Hospitality and customer-service skills;
- Program equipment and its use including kiosks, as applicable;
- Task-specific technical knowledge ;
- Safety and crime prevention techniques ;
- Incident-reporting procedures and report-writing ;
- First aid practices, including CPR certification ;
- Security guard certification/licensure ;
- Conflict resolution and mediation ;
- Diversity and community sensitivity ;
- Relevant legal issues ;
- Miami DDA code of ethics;
- Crisis Prevention and Intervention (CPI);
- Homeless Assistance and Homeless Programs available in Downtown

Training is expected to be provided in a manner relevant and appropriate to Program employees and shall include a variety of approaches including audio-visual presentations, guest speakers, and interactive techniques such as role playing. It is expected that training will include cross-training with partner organizations on an as-needed basis.

2.8 Reporting

The Provider will be required to provide the Miami DDA with regular updates containing relevant data for reporting, program evaluation, and benchmarking purposes. Respondents are encouraged to recommend specific performance metrics for use.

At a minimum, reports must document the daily, weekly, and monthly activities and accomplishments of the Ambassadors. The Miami DDA will work with the Provider to develop a reporting system utilizing standardized reporting templates and protocols. Daily reporting is expected to include evidence that each Ambassador has maintained his/her specified patrol route and schedule. Incident and field condition reports are expected to include geospatial or other appropriate mappable data. It is expected that the Miami DDA will receive reports of hazardous or otherwise significant concerns, and how these concerns are being resolved, within no more than 24 hours of identification.

The Provider will provide a monthly report summarizing all data and incidents from that month.

The Provider will provide an annual review of the Program and present information to the Miami DDA Urbanism Committee.

In addition, the Provider and/or its Program Manager will be required to:

- Attend Miami DDA Board and/or Committee meetings on a monthly basis ;
- Attend selected partner organization board or committee meetings on a routine basis ;
- Attend additional meetings as deemed appropriate by Miami DDA staff

2.9 Equipment and Uniforms

Equipment to be used by the Ambassadors shall include the items listed below. All entities responding to this RFP (“Respondents”) are encouraged to propose equipment and protocols for use of equipment, beyond those mentioned below, as appropriate. Costs associated with equipment will be incurred by the Provider and must be itemized in the proposed budget and justified in the budget narrative.

- Two-way radios
- Smart Phones (and/or hand-held computers)
- Digital cameras
- Visitor information (maps, brochures, etc.)
- First-aid kits
- Electronic patrol tracking system
- Messenger bags
- Umbrellas
- Jacket/Rain Coat
- Business Cards
- Bicycles
- All equipment must be maintained by the Provider in a safe and operational manner

It is expected that Ambassador Supervisors, if not all Ambassadors, will be outfitted with sufficient equipment to record and transmit images and data relating to field conditions to Miami DDA staff and appropriate authorities.

In addition to the requisite equipment, the Provider will be responsible for supplying, at its own expense, uniforms to all Ambassadors. These uniforms shall be specified in style, logo compliance, and color by the DDA. All Ambassadors must be in uniform while on duty and must present a neat, clean, and positive image at all times. The current uniform consists of black docker-style pants or shorts, a short-sleeved orange polo security shirt with embroidered logo, and a black baseball cap with embroidered logo. A photograph of the current Ambassador uniform is provided in **Attachment B**.

The Provider must maintain all equipment in good working order and must ensure the availability of equipment during all working hours. It is expected that all equipment and vehicles utilized by the Ambassadors will be compliant with Miami DDA branding requirements.

2.10 Facilities

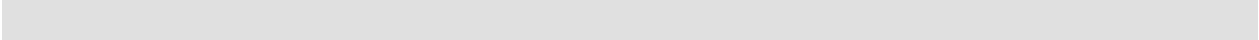
The Provider will provide suitable office space for the Ambassadors Program, including storage for bicycles and other equipment. Each Ambassador will report to this space at the beginning and end of each work shift. The Provider will provide the means for recording work time. Office supplies will be provided by the Provider. Ambassadors may also use this space for staff meetings or during their assigned lunch breaks.

2.11 Living Wage

The Provider will be required to comply with wage requirements, as applicable, established by the City of Miami Ordinance - ARTICLE X. - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS AND CITY EMPLOYEES - Sec. 18-557. - Living wage

https://library.municode.com/FL/Miami/codes/Code_of_Ordinances?nodeId=PTIITHCO_CH18_FI_ARTXLIWARESECOEM_S18-557LIWA

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Section 3.0 PROPOSAL SUBMITTAL / REQUIREMENTS

The Miami DDA requires one (1) original labeled “original,” one (1) electronic copy (on thumb drive), and seven (7) hard copies of the entire application.

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.

Please organize your proposal (“Response”) as indicated below. Provide all information requested and number/label your responses accordingly. Responses proposing subcontracted work must include a Respondent profile and experience/past performance information for each and every sub-provider (“Sub-provider”).

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. PROPOSER INFORMATION

- Company name(formal business name), business address, and website address, if Applicable;
- Primary contact, name, address, telephone, fax, and email ;
- Brief company history, including year firm was established and number of years in business ;
- Brief company legal structure and name of parent company, if any ;
- Current Certificate of Good Standing from state in which company is registered to do business (Provider if a foreign business entity must be at time of submittal registered to do business in the State of Florida);
- Names, titles, and qualifications of firm’s principal staff;
- Business unit and individuals responsible for managing the proposed contracted services, including names, titles, resume and/or brief job description, and expected time commitment of

- key personnel to be assigned to project ;
- Description of firm’s experience and past performance in primary markets served ;
- Detailed description of comparable projects, including client name, description of work, duration of project, and project accomplishments (ongoing or completed within the past three years) (to the extent possible, focus on projects performed for client communities similar in size, population, demographics, or other relevant measures) ;
- List of all active agreements, with annual agreement values and staffing levels ;
- Three to five written references with contact information, including past or current clients in comparable communities for similar types of projects ;
- Documentation of company’s financial stability, including a two year history of audited financial statements and most recent annual corporate report;
- Copies of any relevant professional licenses;
- If Provider is located in the City of Miami / Miami Dade County must possess occupational licenses and Business Tax Receipts (“BTR”)

B. PROPOSAL NARRATIVE

Provide a narrative addressing the topics outlined in Section 2.0 (DESCRIPTION OF SERVICES/QUALIFICATIONS):

- Program Objectives
- Service Area
- Ambassador Services
- Qualifications
- Human Resources
- Training
- Reporting
- Equipment and Uniforms
- Facilities

Clearly define and demonstrate how the services will be provided. Include any proposed changes or enhancements, technology improvements, etc.

Identify new initiatives to increase level of quality and service and address desired enhancements. Detail costs of new initiatives and address paying for them.

Include a start-up plan, including schedule(s) (starting from Agreement execution) and description of tasks, deliverables, and milestones necessary to ensure efficient, timely and seamless transition from current program

C. BUDGET

The Miami DDA requires evidence that the Respondent fully understands the level of service required and that Respondent has budgeted for this type of operation accordingly. The operating budget presented should be based on Respondent's suggested operations designed to achieve optimal service.

Provide budget figures for a two-year period (separate for years 1 & 2). Include a detailed breakdown and explanation of personnel costs including benefits, itemized equipment and supplies costs, training costs, uniform costs, overhead, and any additional fees. Indicate any equipment leases or other payment plans. Please include special provisions and procedures for requests for changing quantity of staffing hours and associated costs.

Spreadsheets should be completed using Microsoft Excel (with appropriate formulas so that the logic and assumptions can be followed) and submitted in hard copy within the Response and as a MS Excel document (not a PDF) on the required electronic copy.

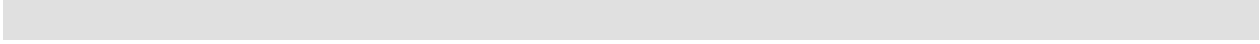
Explain how operating costs and/or service fees may escalate if the three one-year renewal options are executed. The explanation must include a narrative as well as a total proposed fee for Years 3, 4, and 5.

Under applicable laws the Miami DDA can only contract with funds that are allocated, available and budgeted. Accordingly the Miami DDA will not be liable or responsible for moneys or funding's not included in the budget, which shall operate as a Guaranteed Maximum Price ("GMP") for the Agreement.

D. AGREEMENT COMMENTS - A redlined version of the Miami 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 Miami DDA as set forth in Section 7.0.

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Section 4.0 RFP GENERAL CONDITIONS

4.1 Acceptance/Rejection

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

4.2 Miami DDA Not Liable for Delays

It is further expressly agreed that in no event shall the Miami DDA be liable for, or responsible to, the a Proposer, any sub-provider, 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 RFP.

4.3 Contract Award and Miami DDA's Rights

- A. The selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFP, applicable City of Miami regulations and State Statute shall be awarded an opportunity to negotiate a contract ("Contract") with the Miami DDA. The Contract will be awarded and furnished by the Miami DDA, will contain certain terms as are in the Miami DDA's best interests, and may be executed for groups of projects or on a project by project basis. The Contract will include several provisions, included but not limited to, indemnification, insurance requirements, audit rights, open records compliance, and no discrimination. Certain terms such as applicable law, venue, attorney's fees, insurance, hold harmless/ indemnification / duty to defend , funding out and cancellation are long standing policies and not negotiable.

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 RFP is subject to all applicable federal, state, county , city, 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) or be funded .

4.7 One Proposal

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

4.8 Minimum Qualification Requirements

Each firm interested in responding to this RFP must provide all information listed in section 3.0, including but not limited to the information on the firm's qualifications and 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 provider, supplier, sub-provider, 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 RFP or award of the Contract may protest to the Executive Director: (i) within three days of issuance of the RFP (if a protest of the RFP solicitation); or (ii) within two days of the recommendation of the award by the Executive Director is received or known by the Proposer. A protest is limited to deviations from established selection/negotiation procedures set forth in the City of Miami Procurement Ordinance. A protest may not be based upon or challenge the relative weight of the evaluation criteria, the formula for assigning points or from a simple disagreement with the opinion(s) of the Evaluation Committee or the Executive Director. A protest may not be based upon a failure to recommend a particular Proposer for funding.

The written protest must be timely delivered to the Executive Director within the time frame set forth herein. Late or 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 RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is a timely and responsive submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. Each Proposer will be reviewed to determine if they are "responsible" to perform the services and work required in the RFP. Responsibility will be evaluated pursuant to the criteria set forth in Section 18-95 (https://library.municode.com/fl/miami/codes/code_of_ordinances?nodeId=PTIITHCO_CH18FI_ARTIICIMIPROR_S18-95DERE) of the City of Miami City Code. 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. “Bid rigging” as defined by the laws of the Stat of Florida is prohibited in the same manner as and will be investigated like collusion.

4.13 Intellectual Property

The selected Provider 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. No proprietary or intellectual property rights will be maintained to such materials except by the DDA.

4.14 Term

The Miami DDA intends to execute a multi-year Agreement with the Provider, providing for a two-year initial term and three optional twelve (12) month renewals at the sole discretion of the Executive Director, provided the Provider is not then in default of the Agreement . The Miami DDA reserves the right to negotiate for changes to services, equipment, or both at any point during the Agreement term upon mutual agreement with the Provider. Final terms will be subject to approval of the Board of Directors.

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Section 5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFP

Copies of this RFP package can be obtained as of **Wednesday, April 24, 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 email tomasi@miamidda.com. The RFP 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 RFP only with regard to matters of process and procedure already contained in this RFP document. Except for potential scheduled presentations, contact with the Miami DDA regarding this RFP or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been approved by the 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 RFP 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 RFP. The deadline for receipt of questions is **May 3, 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 Proposal Format

The Miami DDA requests one (1) original labeled "original," one (1) electronic copy (on thumb drive), 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, RFP title, submittal date and addressed to:

Alyce M. Robertson
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.

5.4 Non-Mandatory Pre-bid Teleconference Call

A non-mandatory pre-bid teleconference call/meeting will occur on **April 30, 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.

5.5 Registration Form

Please fill out and return the registration form 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.

5.6 Delivery and Deadline

All submittals must be delivered to the Miami DDA by 5:00 PM EST on **Wednesday, May 22, 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.

5.7 RFP Timetable* *subject to change*

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

Proposal advertised and available for pick-up	April 24 2019
Non-Mandatory Pre-Submittal Conference Call /Meeting	April 30, 2019
Deadline for receipt of questions	May 3, 2019 at 5:00PM
Deadline for receipt of proposals	May 22, 2019 at 5:00PM
Evaluation Committee meeting	May 29-30, 2019
Oral Presentations (if necessary)	June 4-5, 2019
Miami DDA Committee Meeting (as necessary)	June 2019
Miami DDA Board Review/Approval	June 2019
Contract Award (anticipated)	June 2019

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

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Section 6.0 EVALUATION / SELECTION PROCESS

6.1 Evaluation/Selection Process

The procedure for proposal evaluation and selection is as follows:

1. RFP 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 RFP. 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 Miami DDA Board the proposal(s) that the Evaluation Committee believes to be in the best interest of the Miami DDA. The Evaluation Committee shall base its recommendations on the following factors:
 - a. Respondent's understanding of the Program goals and objectives
 - b. Ability of Respondent to provide security and hospitality services
 - c. Ability to perform required tasks in a timely, effective, and cost-efficient manner
 - d. Quality of budget proposal and budget narrative
 - e. Financial strength and stability of Respondent
 - f. Positive response of business references
 - g. Ability of Respondent to coordinate and work cooperatively with partner organizations
 - h. Respondent's ability to provide a competitive wage and benefits, equipment, supplies, office space, training, and support services necessary to carry out Ambassadors program
 - i. Overall responsiveness to RFP
6. After considering the recommendation(s) of the Evaluation Committee, the Miami DDA staff shall recommend to the Miami DDA Executive Director the proposal(s) that deems to be in the best interest of the Miami DDA.

7. The Miami 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, Miami DDA Executive Director shall select the proposal or proposals acceptance of which the Miami DDA Executive Director deem to be in the best interest of the Miami DDA. The Miami DDA Executive Director may also reject all proposals.
8. Negotiations between the selected proposer(s) and the Miami DDA take place to arrive at a final negotiated scope of work and fee arrangement. If the Miami DDA Executive Director has so directed, the Miami 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 Miami DDA Board for approval, modification and approval, or rejection.
10. If approved by the Miami DDA Board, the Miami 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.

6.2 Criteria for Evaluation / Scoring and Ranking

Each evaluation committee member will award each responsive Response up to a maximum of 100 points. The final score for each Response will be the average of scores awarded by all committee members. Response will be ranked from highest-scoring to lowest-scoring. Points may be allocated as follows:

CRITERIA	MAX. POINTS
Quality of Operations & Logistics Plan	35
Proposer’s Experience & Past Performance	25
Operating Budget & Fee Proposal	25
Training Plan	10
Local Preference	5
TOTAL POINTS	100

Upon completion of review, evaluation, scoring, and ranking, the committee may request oral presentations from top-ranked Respondents in order to gain additional information or clarification. Following oral presentations, the committee will discuss, evaluate, score, and rank

those Respondents remaining in consideration. The Miami DDA reserves the right to reject any and all Responses, or any portions thereof, prior to making a final recommendation.

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Section 7.0 RFP RESPONSE FORMS AND PROPOSAL CHECK LIST

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

CHECKLIST		<u>Submitted with Proposal</u>
	RFP Registration Form This form must be completed, signed and emailed to tomasi@miamidda.com , Attn: Prisca Tomasi.	YES _____
7.1	RFP Cover Sheet This form <i>must be completed, signed, and returned</i> with proposal.	YES _____
7.2	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 _____
7.3	Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP (<i>must be signed</i>)	YES _____
7.4	Local Office Location Affidavit, if applicable.	YES _____
7.5	Debarment and Suspension Certificate (<i>must be signed</i>)	YES _____
7.6	Conflict of Interest, if applicable	YES _____
	Complete proposal with all required documentation Table of Contents Respondent Information Proposal Narrative Budget Agreement Comments	YES _____

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7.1 COVER SHEET

Please make this the first sheet of your application.

Firm Name: _____
(Includes formal Business Name of Provider / Proposer)

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Website: _____

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

Print Name

Signature

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 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 SHALL DISQUALIFY YOUR RESPONSE

FORM 7.2.2

**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 proposal 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 SHALL DISQUALIFY YOUR RESPONSE

FORM 7.2.3

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE OR LIMITED LIABILITY COMPANY)**

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
Miami official act and deed of this Joint Venture/ Limited Liability Company , as applicable."

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 SHALL DISQUALIFY YOUR
RESPONSE**

7.3 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend (at its own cost and expense) 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 or any other civil action, in tort or in contract, in law or in equity, 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 sub-providers (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, codes, rules, 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, defend, and hold harmless the Indemnities, jointly and severally, 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 sub-providers, 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 laws, including, without limitation, employee benefits or emoluments, as applicable, labor, supplies, equipment, goods, 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 or statutory liability.

The foregoing Indemnity is supported by the granting of this Agreement which is acknowledged as good and sufficient consideration. The Foregoing Indemnity will survive the cancellation or expiration of this Agreement.

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 Damage Liability	
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

City of Miami & DDA listed as additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Owned/Scheduled Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami & DDA listed as an additional insured

- III. Worker's Compensation
 - Limits of Liability
 - Statutory-State of Florida
 - Waiver of Subrogation

- Employer's Liability

- A. Limits of Liability
 - \$100,000 for bodily injury caused by an accident, each accident
 - \$100,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit

- IV. Professional Liability/Errors and Omissions Coverage

Combined Single Limit	
Each Claim	\$1,000,000
General Aggregate Limit	\$1,000,000
Retro Date Included	

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

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).

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

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

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

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

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

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

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

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Printed Name: _____

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

7.4 LOCAL OFFICE LOCATION AFFIDAVIT

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

Legal Name of Firm: _____
 Entity Type: (check one box Partnership Sole Proprietorship Corporation only)
 Corporation Doc. No: _____ Date Established: _____ Occupational License No: _____
 Date of Issuance: _____

Office Location:

PRESENT Street Address: _____
 City: _____ State: _____ How long at this location: _____

PREVIOUS Street Address: _____
 City: _____ State: _____ How long at this location: _____

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

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

 Authorized Signature

 Print Name

 (Corporate Seal) Title

 Authorized Signature

 Print Name

 Title

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

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Personally known to me; or
 Subscribed and Sworn before me that this is a true statement this _____ day of _____ 20____. Produced identification:

 Notary Public, State of Florida My Commission expires _____ (Seal)

 Printed name of Notary Public

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



7.5 DEBARMENT AND SUSPENSION (See Section 18-107, City of Miami City Code).

(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 provider from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend providers 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: _____

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

7.6 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/RFP No. _____.

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

Name	Street Address	City	State	Zip

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

ATTACHMENT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2019 but effective as of _____, 2019 ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("Miami DDA") and **[Name of Company]** ("Provider").

RECITALS:

- A. WHEREAS, the Miami DDA's mission is to grow, strengthen and promote the economic health and vitality of Downtown Miami; and
- B. WHEREAS, _____; and
- C. WHEREAS, _____; and
- D. WHEREAS, the Miami DDA seeks Provider's assistance _____...

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and Miami DDA agree as follows:

TERMS:

- 1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
- 2. **TERM:** The term of this Agreement shall commence on the Effective Date and shall continue for _____, or until completion of the Assessment and Report described in Attachment "A" and approval by the Executive Director.
- 3. **SCOPE OF SERVICE:** Provider agrees to provide the Services as specifically described in Attachment "A" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to Miami 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 Miami DDA or the City of Miami (“City”), including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to Miami 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 “A”. The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as sub-providers to perform said Services. Provider agrees that all additional sub-providers shall first be approved by the Miami DDA. Notwithstanding Miami DDA’s approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its sub-providers to the same extent as Provider had provided said Services.

4. COMPENSATION:

A. The amount of compensation payable to Provider shall not exceed _____, as specifically provided in Attachment “A”. Provider shall invoice Miami DDA for Services performed on a monthly/quarterly basis. Additional funds may be available at the discretion of the Executive Director and/or Board approval. Unless additional funds are made available this is the Guaranteed Maximum Price(“GMP”) for this Agreement and the Miami DDA will have no liability to pay anything in excess of the GMP.

B. Payment shall be made within (60) days after receipt of Provider’s request for payment and accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Miami DDA require one to be performed, at its sole discretion . 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 as described herein, Provider shall promptly return to Miami 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 Miami DDA or to the business of Miami 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 Miami DDA are, and shall remain at all times, the sole property of Miami DDA. The Miami DDA agrees that Provider will retain ownership of Provider's preexisting intellectual property used in conjunction with performance of the Services. This intellectual property may include computer programs, (including any source code, object code, enhancements and modifications), all files, (including computer generated forecasts and analysis), and all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media), and models. Provider grants to Miami DDA a non-exclusive, non-assignable, royalty-free license to exhibit, publish, transmit, copy, modify, prepare derivative works from, distribute, display and use any portion of the deliverable identified in the Scope of Work of which Miami DDA has not been identified in this section as the owner of such intellectual property.

6. AUDIT AND INSPECTION RIGHTS:

A. The Miami DDA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by Miami 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.

All audits shall be conducted in accordance with Section 18-102, as the same may be amended or supplemented from time to time, which is deemed as being incorporated by reference herein.

B. The Miami DDA may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as Miami 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 Miami DDA all reasonable facilities and assistance to facilitate the performance of tests or inspections by Miami DDA representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Sections 18-100 and 18-101 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time, which are deemed as being incorporated by reference herein. .

7. AWARD OF AGREEMENT: Provider represents and warrants to Miami DDA that it has not employed or retained any person or company employed by Miami 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 Miami DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by Miami 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 Miami DDA. Pursuant to the provisions of Section 119.0701, Florida Statutes, Provider must comply with the Florida Public Records Laws, specifically the Provider must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the Miami DDA in a format compatible with the information technology systems of the public agency.

Provider agrees that any of the obligations in this section will survive the term, termination and cancellation hereof.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IVONNE DE LA VEGA AT (305) 579-6675 OR AT DELAVEGA@MIAMIDDA.COM

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. The

Miami 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 (at its own cost) and hold harmless Miami DDA and its directors, officials, employees and agents, jointly and severally, (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, demands, actions, causes of action, fines, damages, claims, expenses (including attorney’s fees through administrative, regulatory, trial and appellate proceedings) 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 sub-providers (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, codes, rules , or other regulations or requirements of any governmental authority, local (City/ County) , federal or state, in connection with the performance of this Agreement, or (iv) ”) by reason of any injury to or death of any person or damage to or destruction or loss of any property or any other civil action, in tort or in contract, in law or in equity , arising out of, resulting from, or 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 sub-providers, 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, employee benefits, employee emoluments, or similar laws.

The foregoing Indemnity is supported by the granting of this Agreement which is acknowledged as good and sufficient consideration. The Foregoing Indemnity will survive the cancellation or expiration 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 Miami 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 Miami DDA to Provider while Provider was in default shall be immediately returned to Miami 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 Miami DDA for all expenses incurred by Miami DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by Miami DDA in the re-procurement of the Services, including consequential and incidental damages.

12. MIAMI DDA'S TERMINATION RIGHTS: Miami DDA shall have the right to terminate this Agreement, in its sole discretion, at any time, for any or no reason, by giving written notice to Provider at least ten (10) calendar days prior to the effective date of such termination. In such event, the Miami 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 Miami DDA within ten (10) days after receipt of written notice that said sums are due. In no event shall Miami DDA be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

The Miami 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, Miami DDA shall not be obligated to pay any amounts to Provider and Provider shall reimburse to Miami DDA all amounts received while Provider was in default under this Agreement.

13. INSURANCE: Provider shall, at all times during the term hereof, maintain insurance requirements in accordance to Exhibit _____. Provider shall ensure that all sub-providers 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 Miami DDA for adequacy of protection and evidence of such coverage shall be furnished to Miami 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 Miami DDA. The Miami DDA and the City shall be named as Additional insureds on any and all certificates as required herein. Completed Certificates of Insurance shall be filed with Miami 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 Miami DDA. If, in the judgment of Miami DDA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, Miami 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 Miami 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 Miami 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 Miami DDA's, which may be withheld or conditioned, in Miami 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

With a copy to:
Office of the City Attorney
444 S.W. 2nd Avenue
9th Floor, Miami, FL 33130
Attn: Victoria Méndez, City Attorney

17. MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any claim, case, or controversy that may

arise from the performance or non-performance of this Agreement shall be heard in a court of competent jurisdiction in and for Miami-Dade County. Each party shall be responsible for its own attorney's fees. 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 Miami DDA as an independent contractor, and not as an agent or employee of Miami DDA or the City. 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 Miami 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 described in Attachment "A" 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 sub-consultants/sub-providers, third-party consultants/providers materialmen, suppliers, or their sub-providers, 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:

WITNESS:

PROVIDER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Phone Number: _____

Title: _____

Authorized Officer Binding the Provider

MIAMI DDA:

WITNESS:

Signature: _____

Signature: _____

Alyce M. Robertson
Executive Director

Print Name: _____

Phone Number: _____

Approved as to Insurance Requirements:

Anne Marie Sharpe, Risk Management Director

Approved as to Legal Form and Correctness :

Victoria Mendez, City Attorney / General Counsel, Miami DDA

ATTACHMENT B – CURRENT DOWNTOWN MIAMI AMBASSADOR UNIFORM



ATTACHMENT C – MIAMI DDA DISTRICT MAP

Map of Downtown Development Authority (DDA) Districts

