



**Request for Qualifications
For Research, Strategy and Analytic Services**

RFQ No. 19-20-01

Christina Crespi, Executive Director

**Submissions are due no later than
July 2, 2020**

**At
5:00 P.M.**

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

SUBMITTALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. SUBMITTALS RECEIVED AFTER THE FIRST SUBMISSION HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO 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 QUALIFICATIONS
FOR Research and Analytic Services**

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REQUEST FOR QUALIFICATIONS

REGISTRATION FORM

This form will be used to communicate information with respect to questions and addenda as needed. **Please fill out and email to tomasi@miamidda.com.** If we do not receive this form, this submission will be deemed incomplete and will not receive further consideration.

Name of Applicant: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-Mail: _____

Section 1.0 OVERVIEW

1.1 RFQ Objective

The Miami Downtown Development Authority of the City of Miami, Florida (“Miami DDA”) is seeking to create a pool of qualified Research and Analytics firms to provide data supported reports for various initiatives and projects of the Miami DDA on an as needed basis. The Miami DDA will use the data reports delivered to provide data points and analysis integral to the Downtown District stakeholders, including but not limited to investors, residents, visitors, and businesses.

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 and increasing demand for urban living that has not been seen before in the city.

The Miami DDA is an independent agency of the City of Miami, focused on improving the quality of life for stakeholders, residents, and visitors of Downtown Miami through business development, infrastructure and capital improvements, and the provision of services. Through its programs and initiatives – as well as its partnerships – the Miami DDA is strengthening Downtown Miami’s position as an international center for business, 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 pulse for Downtown Miami’s ongoing transformation.

As part of its services the Miami DDA has taken the lead promoting Downtown Miami to businesses, investors and visitors. The Miami DDA is principally funded by .4681 mills on the dollar value of private properties within its district, which currently generates approximately \$9 million to the Miami DDA annually. The Miami DDA also receives grants and inter-local government contracts, which provides additional funding for Miami DDA projects.

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

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

For more information please visit the Miami DDA website www.miamidda.com. You may also review the 2025 Downtown Miami Masterplan and the Miami DDA Annual Report. Both documents are available and can be downloaded from the website.

Section 2.0 DESCRIPTION OF SERVICES/SCOPE OF WORK

2.1 Scope of Work

The Miami DDA is seeking to establish a 'pool' or group of qualified firms to provide, on AS NEEDED basis, a full range of research services including at least one of the following, but not limited to:

A. Research Panel Provider:

The qualifying firm(s) should have experience with recruiting a wide range of individuals to take part in research campaigns. Specifically, the panel provider should be able to offer:

- Direct, or partnered access to individuals from a geographically broad area:
 - South Florida as a primary location of our research panel, in addition to additional geographic focus areas of New York, NY, Boston, MA, Silicon Valley/greater San Francisco, CA, Orlando, FL, Austin, TX, Seattle, WA, Denver, CO, Chicago, IL, and other top cities
- Access to individuals of varying professional status including college-level students, entry level professionals, mid-level professionals, and C-suite/ Executive level professionals
- Access to individuals ranging in age from 20 years of age to 65 years of age
- The Research Panel Provider must enable the Miami DDA to understand the perception of Miami, Downtown Miami, and/or a specific industry/topic from a varied group of individuals from a wide area

B. Full-Service Research, Marketing Research, Economic Strategy, and/or Organizational/Corporate Consultancy Firm:

Qualifying firm(s) should have the ability to capture a Miami DDA provided need for new or updated metrics in the specific areas of expertise and develop a research program around the specific inquiry/need raised. Specific areas of expertise requested include Real Estate, Economic Development, Urban Development, Populations Studies, and Corporate/Organizational Branding. Deliverables for Full-Service research initiatives will be in the form of a report that meets the following requirements:

- Reports shall be at least fifteen (15), but no more than fifty (50) pages long
- A separate Executive Summary of no more than five (5) pages should be created as a companion piece to the research report
- Reports shall have emphasis on visual and graphical representations when possible as opposed to being overly text heavy
- The Miami DDA shall have access to all supporting datasets and transcripts that were utilized to create the report- all data custom captured for the report should be available to be utilized freely by the Miami DDA
- Reports shall be delivered in a hard copy and digital version
- All reports must be open to Miami DDA questions and updates for at least six (6) months post-delivery- updates do not cover inclusion of new data points or re-ran data points due to temporal improvements/updates, updates are only for data found to be inaccurate
- Reports must include the Miami DDA logo alongside all uses of consultant's brand name or logo

C. Miscellaneous:

Other services as may be required to aid in research that is not specifically mentioned in the scope; such as post-research, pre-report presentations, copy editing, revisions, debriefs with our PR firm(s), additional presentations/debriefs as needed etc.

2.2 Specific Projects

The Miami DDA is looking to tell the story of the Downtown District's continued evolution through data and research. Our reports are leveraged by multiple sectors to support investment or relocation decisions, news reports, and even political actions. Specific reports anticipated include the following non-exhaustive options:

- Downtown Miami Residential Real Estate Analysis
- Downtown Miami Commercial Real Estate Analysis
- Downtown Miami Natural Asset Study
- Downtown Miami Transportation Impact Study
- Downtown Miami Open Area Benefit Study
- Downtown Miami Commercial Real Estate Analysis
- Downtown Miami Corporate Relocation Study
- Downtown Miami Economic Development Study
- Downtown Miami Business Sector Study
- Downtown Miami Quality of Life Study
- Downtown Miami Pedestrian Experience Study
- Downtown Miami Economy Evaluation
- District Resident Segmentation Study
- Downtown Resident Buying/Spending Power Study
- Downtown Miami Comparison to Other Cities
- Downtown Miami Resiliency/Sustainability Study
- Downtown Miami Tourism Analysis
- Downtown Miami & Miami Downtown Development Authority (DDA) Strengths, Weakness, Opportunity, Threats Study
- Miami Downtown Development Authority (DDA) Local Favorability Study

Each of these example reports should be released to support its specific industry/sector. All reports should be written and be completed in a fully objective manner in a modern, clean, visually driven release.

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

Submitted	Research Areas
<input type="checkbox"/> Yes	Research Panel Provider
<input type="checkbox"/> Yes	Residential Real Estate Market Studies
<input type="checkbox"/> Yes	Commercial Real Estate Market Studies
<input type="checkbox"/> Yes	Retail Real Estate Market Studies
<input type="checkbox"/> Yes	Marketing Research Studies
<input type="checkbox"/> Yes	Population and Demographics Studies- Non-Segmentation
<input type="checkbox"/> Yes	Population Segmentation Studies
<input type="checkbox"/> Yes	Location & Competitive Analysis
<input type="checkbox"/> Yes	Fiscal Impact Studies
<input type="checkbox"/> Yes	Economic Impact Studies
<input type="checkbox"/> Yes	Economic Development Packages
<input type="checkbox"/> Yes	Business Sector Analysis
<input type="checkbox"/> Yes	Surveys (In-person and online)
<input type="checkbox"/> Yes	Mobility Studies
<input type="checkbox"/> Yes	Sustainability/Resiliency
<input type="checkbox"/> Yes	Funding
<input type="checkbox"/> Yes	Other

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

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

Section 3.0 QUALIFICATIONS SUBMITTAL / REQUIREMENTS

The Miami DDA requests one (1) original labeled “original”, one (1) electronic copy (on thumb drive), and ten (10) hard copies of the entire proposal (See Section 5.3 “Submittal Format” for details). Please include the following information with your response.

3.1 Letter of Interest and Executive Summary

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

3.2 Proposer Profile

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

- Provide a brief history of your firm, including the year it was established.
- Provide the names and curriculum vitae of your firm’s principals. Indicate the amount of involvement the principal(s) will have on this account.
- Provide a list of ongoing contracts/project with their current status and projected termination dates.
- Provide an organizational chart.
- Provide relevant work samples.

3.3 Strategic Approach

Proposer should prepare a research brief for one of the areas specified above. The research brief should demonstrate an in-depth understanding of a specific area outlined. The research brief should be supported by a research plan proposal that would come to the Miami DDA in response to the brief. The brief and proposal should consider the unique role of the Miami DDA as an advocate, facilitator, planner and executor of strategies that strengthen Downtown’s appeal and reality as a top destination and place to do business.

3.4 References

Provide names, addresses, and phone numbers of 3 references that would be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein.

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

4.3 Contract Award and Miami DDA's Rights

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

4.4 Cost Incurred By Proposers

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

4.5 Legal Requirements

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

4.6 Local Preference

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

4.7 Non-Appropriation of Funds

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

4.8 Minimum Qualification Requirements

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

4.9 Public Entity Crimes

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

4.10 Resolution of Protests

Any 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, whichever is less. If the protest is upheld, the filing fee (less any actual costs incurred by the Miami DDA) shall be refunded, less interest, to the Proposer. If the protest is denied, the filing fee shall not be refunded but shall be retained by the Miami DDA. Protest shall comply with 18-104 of the City Code. The filing of a protest shall be a condition precedent to any other action challenging an award.

4.11 Review of Responses for Responsiveness

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

4.12 Collusion

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

4.13 Intellectual Property

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

Section 5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ package can be obtained as of March 13, 2020 by visiting, phoning, or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFQ is also available on Miami DDA’s website: www.miamidda.com

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

5.2 Communications

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

All questions or requests for additional information *must be asked and answered in writing* by e-mail (preferable) at tomasi@miamidda.com, fax, or certified mail. To ensure that your request or question has been received, contact Prisca Tomasi at 305-579-6675 only to verify that the Miami DDA is in receipt of your request. The request must contain the RFQ title, proposer’s name, contact person name, address, phone number, and fax number. The Miami DDA will respond in a timely manner. Any responses to such questions or requests shall be furnished to all potential proposers in the form of an addendum to this RFQ. The deadline for receipt of questions is April 24, 2020.

Questions should be directed to:

Prisca Tomasi
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, Florida 33131
Tel.: (305) 579-6675
Email: tomasi@miamidda.com
Subject: RFQ 19-20-01

5.3 Submittal Format

All submittals must be on 8 1/2" X 11" paper, neatly typed, foldouts accepted, with normal margins, and spacing. Handwritten responses will not be accepted. All proposals must include the complete proposal on a flash drive/ USB.

The original document package must not be bound, and the document package copies should be individually bound. An unbound one-sided original (labeled "original") and 10 bound copies (a total of 11) of the complete submittal must be received by the deadline specified in this RFQ Timetable. The original, all copies and electronic copy on flash drive/USB must be submitted in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, RFQ title, and submittal due date to:

Christina Crespi
Executive Director
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, FL 33131

5.4 Registration Form

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

5.5 Delivery and Deadline – Updated 04.30.2020

All submittals must be delivered to the Miami DDA by 5:00pm on July 2, 2020. 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 information appears on the outer wrapper or envelope used by such service.

The original and all copies must be submitted in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, RFQ title, and submittal due date to:

Christina Crespi
Executive Director
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, FL 33131

5.6 RFQ Timetable – Updated 04.30.2020

RFQ Available to Public	March 13, 2020 at 5:00PM
Deadline for Receipt of Questions	April 24, 2020 at 5:00PM
Pre-Bid Conference Call - optional	May 1, 2020 at 3:00PM
Submittal Deadline	July 2, 2020 at 5:00PM
Evaluation of Proposals	July 6 – July 24, 2020
Firm Selections	August 14, 2020

Section 6.0 EVALUATION / SELECTION PROCESS

6.1 Introduction

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

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

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

6.2 Proposal Evaluation

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

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

CRITERIA	POINTS
Quality of Submittal Strategic Outline	20
Firm Experience and Diversity of Work Product	20
Qualifications of Firm and Professional Staff	20
References / Client Satisfaction	10
Deliverable (Past Work)	30
TOTAL POINTS	100
<i>Local Preference (Bonus)</i>	5

Upon completion of the evaluation, rating and ranking, Respondents to this RFQ that rank higher than 80 of 100 points (81 points or higher) will be accepted into the Research and Analytic Services Pool.

The Miami DDA may award contracts to vendors in the Research and Analytic Services Pool based on a “quick bid” process by which The Miami DDA requests a proposal and quote for a specific scope of work. The Miami DDA will procure the best rated proposal providing the highest quality of service at the best rate to the Miami DDA.

Section 7.0 RFQ RESPONSE FORMS AND CHECK LIST

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

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

7.2 COVER SHEET

Please make this the first sheet of your application.

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Website: _____

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

Signature

Print Name/Title

Date

FORM 7.3.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary: _____

(SEAL)

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

FORM 7.3.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)

) SS:

COUNTY OF)

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

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

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

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

Secretary: _____

(SEAL)

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

FORM 7.3.3

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

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

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

Secretary: _____

(SEAL)

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

FORM 7.3.4

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

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

NOTARY PUBLIC: _____

Commission No.: _____

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

Driver's License # _____

(SEAL)

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

7.4 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend and hold harmless the Miami DDA, the City of Miami and their 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 and the City of Miami are required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

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

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

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

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

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

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

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

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

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

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

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

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

7.5 LOCAL OFFICE LOCATION AFFIDAVIT

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

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

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

Office Location:

PRESENT Street Address:

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

PREVIOUS Street Address:

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

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

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

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

7.6 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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

(c) Certification:

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

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

Company name: _____

Signature: _____

Date: _____

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

7.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 20_.

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

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

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

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

Name	Street Address	City	State	Zip

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

Signature

Printed Name

Title

Company Name