



**Request For Qualifications
For Governmental Affairs Services**

RFQ No. 12-13-05

Alyce Robertson, Executive Director, Miami DDA

**Submissions are due no later than
5:00 p.m. on August 16, 2013
(NO EXCEPTIONS)**

at

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

SUBMITTALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. SUBMITTALS RECEIVED AFTER THE FIRST SUBMISSION HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO DDA ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. DDA IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. LATE OR MISDELIVERED PROPOSALS SHALL NOT BE CONSIDERED.

Miami Downtown Development Authority

**REQUEST FOR QUALIFICATIONS
FOR GOVERNMENTAL AFFAIRS SERVICES**

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**REQUEST FOR QUALIFICATIONS
For Governmental Affairs Services**

RFQ No. **12-13-05**

REGISTRATION FORM

This form will be used to communicate information with respect to questions and addenda as needed. **Please fill out and email registration form to maravilla@miamidda.com or fax it to (305) 371-2423, Attn: Karry Maravilla.** If we do not receive a form, there is a risk that you will not receive important information.

Name of Applicant: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____



Section 1.0 - OVERVIEW

1.1 RFQ Goals & Objectives

The Downtown Development Authority of the City of Miami, Florida (“DDA”) is seeking qualification packages from qualified firms to provide professional governmental affairs services to the DDA in support of its mission. Selected firms would be responsible for monitoring, preparing, advising on and/or advocating for legislation and issues of importance to the DDA across all levels of government (local, state, and federal) on an as-needed basis.

1.2 The Miami Downtown Development Authority (DDA)

The Mission of the Miami Downtown Development Authority is to grow, strengthen and promote the economic health and vitality of Downtown Miami. As an autonomous agency of the City, the Miami DDA advocates, facilitates plans and executes business development, planning and capital improvements, and marketing and communication strategies. We commit to fulfill our mission collaboratively, ethically and professionally, consistent with the Authority's public purpose.

The Miami DDA is an independent public agency of the City of Miami funded by a special tax levy on properties in its district boundaries. A fifteen (15) member Board of Directors comprised of three (3) public appointees and twelve (12) downtown property owners, residents and/or workers governs the agency and sets policy. The Board's policy direction is implemented by the Executive Director's oversight of a multi-disciplined management team.

The DDA's primary goals and objectives are laid out in the 2025 Downtown Miami Master Plan, which can be downloaded online at http://miamidda.com/master_plan.asp.

Section 2.0 - SCOPE OF WORK

The DDA is seeking the services of a qualified firm to provide professional governmental affairs services for various potential issues of importance to the DDA across all levels of government, including the City of Miami and its agencies, Miami-Dade County and its agencies, the State of Florida and its agencies, and the federal government and its agencies.

These services may include but are not limited to:

- Monitoring legislation and issues of importance to the DDA
- Preparing legislation and/or other materials in support of DDA priorities
- Advocating for legislation or issues of importance to the DDA
- Gathering community support on behalf of legislation or issues of importance to the DDA
- Providing strategic and/or policy advice to the DDA
- Providing access to elected and/or appointed officials

Firms may choose to submit responses for particular issue areas across the various levels of government. Selected issue areas must be formally indicated on Form 8.6 – Research Area Selection Matrix, with up to five (5) areas of particular strength and expertise identified on the form. Failure to submit this form in the instructed manner may disqualify the proposal from consideration.

Once an issue or project has been identified, the selected firm(s) may be required, at the request of the client, to submit specific project proposal information including assigned staff and project manager, proposed scope of work, time schedule by task and man-hour and reimbursement cost estimate. This information may be included in the preparation and execution of a contract for services.

Section 3.0 - QUALIFICATIONS SUBMITTAL / REQUIREMENTS

The Miami Downtown Development Authority (DDA) must receive one (1) original and nine (9) copies of a Statement of Qualifications (See Section 5.3 "Submittal Format" for details). Please include the following information with your response.

3.1 Letter of Interest and Executive Summary

Include a brief introduction/summary explaining your firm's qualifications and experience as they pertain to the scope of this particular RFQ. Also, include the names and titles of the persons who will be authorized to make representations on behalf of the Proposer.

3.2 Respondent Profile

Provide the following firm information for the prime consultant (if some of the work is to be sub-contracted to another firm, similar information should be provided for each sub-contractor/sub-consultant).

- a) Provide a brief history of the firm, including the year it was established.
- b) Provide the names and resumes of the firm's proposed principal staff - indicate which and what level of involvement each will have to service the client.
- c) Provide a list of current and ongoing similar contracts/clients – state their current status and projected termination dates.
- d) Provide an organizational chart of staff proposed to service this client– include the office locations of key individuals.

This section is meant to be a summary of the firm's experience.

3.3 Proposer's Experience, Past Performance, and Approach

Provide the following information regarding your firm's approach to providing the requesting services.

- a) Relevant Past Experience and Performance: Describe the Proposer's past performance and experience on consulting services of this type, including descriptions of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years.

3.4 References

Provide names, addresses, and phone numbers of three (3) to five (5) 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 Downtown Development Authority (DDA) reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the DDA, will be in the best interest of and/or the most advantageous to the DDA. The 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 DDA reserves the right to waive any minor or technical irregularities, omissions, and technicalities and may, at its discretion, not award any Agreement or Work, withdraw and/or re-advertise the RFQ.

4.2 DDA Not Liable for Delays

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

4.3 Contract Award and DDA's Rights

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFQ, applicable City regulations and State Statute shall be awarded an opportunity to negotiate a contract ("Contract") with the DDA. Such Contract(s) will be furnished by the DDA, will be in substantially in the form of the attached Professional Services Agreement ("PSA"), contain certain terms as are in the DDA's best interests, and may be executed for groups of projects or on a project by project basis. Such terms will include, without limitation, insurance, hold harmless and indemnity requirements, a cancellation for convenience clause, among other terms and conditions. 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 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 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. Proposer shall, at the time of submittal of its response, have all required licenses, certificates, and similar requirements required by the laws of the State of Florida, Miami-Dade County and the City of Miami in good standing.

4.6 Term

The DDA estimates that prequalifications for selected firms will be valid for a minimum of three (3) years, with two possible one-year extensions at the discretion of the Executive Director. Final terms will be subject to approval of the Board of Directors at time of contract award.

4.7 Omitted

4.8 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 DDA, upon written notice to the Consultant or his/her assignee of such occurrence, shall have the unqualified right to terminate the Contract without any penalty or expense to the DDA. No guarantee, warranty, or representation is made that any particular or any project(s) will be awarded to any firm(s).

4.9 Minimum Qualification Requirements

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

4.10 Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public works 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.

4.11 Resolution of Protests

Any respondent who perceives itself aggrieved in connection to this RFQ solicitation or proposal 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 Selection/Negotiation Committee or the Executive Director. A protest may not be based upon a failure to recommend a particular Proposer for funding.

The written protest must be timely delivered to the Executive Director within the time frame set forth herein. Late or misdelivered protests cannot be considered. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or award is based, and shall include all pertinent documents and evidence.

All protest shall be accompanied by a filing fee in the form of a money order or cashier's check payable to the 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 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.

4.12 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.

4.13 Collusion

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

4.14 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 Downtown Development Authority of the City of Miami.

Section 5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ package can be obtained as of July 15, 2013 by visiting, phoning, or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFQ is also available on DDA's website: www.miamidda.com.

Proposers who obtain copies of this Solicitation from sources other than the 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

DDA staff will communicate with potential Proposers regarding this RFQ only with regard to matters of process and procedure already contained in this RFQ document. Except for public hearings and scheduled presentations, contact with the DDA regarding this RFQ or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been selected by the Evaluation Committee. All questions or requests for additional information must be asked and answered in writing via email (preferred), fax or certified mail. To ensure that your request or question has been received, contact **Karry Maravilla** at (305) 579-6675 maravilla@miamidda.com only to verify that the DDA is in receipt of your request. The request must contain the RFQ title, Proposer's name, contact person name, address, phone number, and fax number. The DDA will respond in a timely manner. Responses to such questions or requests shall be furnished to all respondents in the form of an addendum to this RFQ. See Section 5.6 RFQ Timetable for RFQ deadlines and milestones.

Questions should be directed in writing to:

Javier A. Betancourt, Deputy Director
Miami Downtown Development Authority
200 South Biscayne Boulevard, Suite 2929
Miami, Florida 33131
Email: betancourt@miamidda.com

5.3 Submittal Format

All submittals must be on 8 1/2" X 11" paper, neatly typed (single or double sided), with normal margins, and spacing. Hand written responses will not be accepted.

One (1) unbound original and nine (9) bound copies of the complete submittal must be received by the deadline specified in this RFQ Timetable. The original and all copies must be submitted together in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, RFQ title, submittal due date and addressed to:

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

5.4 Registration Form

Please fill out and return the registration form contained herein via fax to (305) 371-2423 Attn. **Karry Maravilla** or scan and email to maravilla@miamidda.com. This allows DDA staff to log in Proposers accurately and communicate addenda, questions, and any other relevant information.

5.5 Delivery and Deadline

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

5.6 RFQ Timetable

The below timetable may be amended as required by the DDA. Any modifications to the timetable will be provided to those firms who have properly submitted the RFQ Registration Form.

RFQ Available to Public	July 15, 2013
Deadline for Receipt of Questions	August 2, 2013
Submittal Deadline	August 16, 2013, 5:00pm
Evaluation of Proposals	August 26-30, 2013
Oral Presentations (if necessary)	September 3-6, 2013
Firms Selected (Board of Directors mtg)	September 20, 2013

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 three (3) or more members, appointed by the Miami Downtown Development Authority (DDA). The committee will be comprised of appropriate DDA Board members, staff and/or members of the community.

Please note that proposals will be inspected by 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 DDA reserves the right to accept or reject, any or all submittals. It also reserves the right to investigate the financial capability, reputation, experience, location, references, history, integrity, skill, judgment, 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
Completeness and Quality of Submittal	20
Qualifications of Firm and Professional Staff	40
Relevant Experience, Performance and Approach	20
References / Client Satisfaction	20
TOTAL POINTS	100

Upon completion of the evaluation, rating and ranking, the Evaluation Committee may choose to conduct oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the DDA. Upon completion of the oral presentation(s), if necessary, the Evaluation Committee will re-evaluate, re-rate and re-rank the remaining proposals based upon the submitted proposals plus any clarifications offered in the oral presentation. **The evaluation committee reserves the right to amend the evaluation scoring process as desired.**

Section 7.0 TASK ORDER PROPOSAL PROCESS

7.1 General Information

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

7.2 Consultant Selection Process

- a) Project/issue is identified
- b) Scope of Work / Task Order is prepared by staff
- c) Pre-Qualified Consultants are reviewed by staff for qualifications consistent with the proposed Scope of Work / Task Order
- d) Task Order proposal requests sent out to select Pre-Qualified Consultants.
- e) Task Order proposal responses to include:
 - a. Consultant and Sub-Consultant relevant experience with requested Scope of Work
 - b. Proposed key personnel relevant experience with requested Scope of Work
 - c. Technical project approach and methodology including work plan, schedule and proposed deliverables for proposed Task
 - d. Proposed Fee
- f) Task Order proposal responses received from Consultants are reviewed and ranked by staff
- g) Preferred Consultant selected by Executive Director or Board (per below)
 - a. Consultant Selection Thresholds
 - i. up to \$25k – decision by Executive Director
 - ii. over \$25k and up to \$50k – decision by Executive Committee
 - iii. More than \$50k – decision by DDA Board
- h) Consultant Contacted
- i) Contract Negotiated and Awarded

7.3 Contract Award

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

Section 8.0 RFQ RESPONSE FORMS AND PROPOSAL 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	RFQ Registration Form This form must be completed, signed, and emailed to maravilla@miamidda.com or faxed to 305.371.2423, Attn.: Karry Maravilla.
<input type="checkbox"/> Yes	8.1 RFQ Cover Sheet This form must be completed, signed, and returned with Proposal.
<input type="checkbox"/> Yes	8.2 Certificate of Authority, This form must be completed, signed and returned with Proposal (<i>complete applicable form only</i>).
<input type="checkbox"/> Yes	8.3 Insurance Requirements This form must be completed, signed, and returned with Proposal.
<input type="checkbox"/> Yes	8.4 Debarment and Suspension Certificate This form must be completed, signed, and returned with Proposal.
<input type="checkbox"/> Yes	8.5 Conflict of Interest. This form must be completed, signed, and returned with Proposal.
<input type="checkbox"/> Yes	8.6 Services Selection Matrix This form must be completed, signed, and returned with Proposal.
<input type="checkbox"/> Yes	Complete Proposal with all required documentation: Includes all requirements as listed in <i>Section 3.0 Proposal Submittal / Requirements</i> and takes into consideration the evaluation criteria outlined in <i>Section 6.0 Evaluation / Selection Process</i> .

8.1 COVER SHEET

Please make this the first sheet of your application.

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Website: _____

I certify that any and all information contained in this RFQ is true; and I further certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting 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 8.2.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF _____)
) SS:
COUNTY OF _____)

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

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the 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 MAY DISQUALIFY YOUR RESPONSE

FORM 8.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the 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 MAY DISQUALIFY YOUR RESPONSE

FORM 8.2.3

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

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ organized and existing under the laws of the State of _____, held a meeting on _____, 20____, at which the following resolution was duly passed and adopted:

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

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

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

Secretary: _____

(SEAL)

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

FORM 8.2.4

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)

and as a d/b/a (doing business as) _____
(if applicable)

exist under the laws of the State of Florida.

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

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

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

NOTARY PUBLIC: _____

Commission No.: _____

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

Driver's License # _____

(SEAL)

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

8.3 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend and hold harmless the Miami DDA and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer(s) or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer(s) to comply with any of the provisions in the Contract or the failure of the Successful Proposer(s) to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer(s)'s liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section will be interpreted to be in compliance with § 725.08, Fla. Stat.

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

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

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

I. **COMMERCIAL GENERAL LIABILITY**

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

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

II. AUTOMOBILE BUSINESS

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

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

III. WORKER'S COMPENSATION

- Limits of Liability
- Statutory-State of Florida

IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

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

The Miami DDA is required to be named as additional insured. **BINDERS ARE NOT ACCEPTABLE.**

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.

8.4 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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

(c) Certification:

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

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

Company name: _____

Signature: _____

Date: _____

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

8.5 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 2013.

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

The Bidder/Proposer agrees if this Bid/Proposal 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/Proposal pertains.

The Bidder/Proposer states that this Bid/Proposal 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/proposal, 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: _____

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

8.6 SERVICES SELECTION MATRIX

Submitted this _____ day of _____, 2013.

The undersigned, as Bidder/Proposer, formally submits qualifications toward the indicated issue areas (you may check “Yes” to as many areas as you like). **Please also indicate up to five (5) areas of particular strength and expertise (check “Strength” only in 5 areas or less).**

Issue Area	City of Miami	Miami-Dade County	State of Florida	Federal
Funding, Appropriations, Grants	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Planning, Land Use, Development	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Transportation (i.e., roadway, transit, bike, ped)	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Utilities (i.e., water, sewer, electric, tech)	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Environmental (i.e., Drainage, DERM, EPA)	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Economic Development	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Education (i.e., K-12, Higher Ed, Workforce)	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Social Services (i.e., Safety, Homeless, Healthcare, Mental Health)	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength
Other: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength	<input type="checkbox"/> Yes <input type="checkbox"/> Strength

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

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

APPENDICES

APPENDIX A: Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 20XX but effective as of _____, 20XX ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("DDA") and _____ ("Provider").

RECITALS:

A. WHEREAS, the DDA's mission is to grow, strengthen and promote the economic health and vitality of Downtown Miami; and

B.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and 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 initial term of this Agreement shall commence on the Effective Date and shall continue for XX days (~X weeks), or until completion of the Services and approval by the Executive Director.
3. SCOPE OF SERVICE: Provider agrees to provide the Services as specifically described in Attachment "B" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due DDA or the City of Miami ("City"), including payment of permits fees,

occupational licenses, etc., nor in the performance of any obligations to DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner and in the time period described in Attachment "B". The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as subcontractors to perform said Services. Provider agrees that all additional subcontractors shall first be approved by the DDA. Notwithstanding DDA's approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Provider had provided said Services.

4. COMPENSATION:

A. The amount of compensation payable to Provider shall not exceed \$X per the Scope of Services under "Fees". Provider shall invoice DDA for Services performed on a monthly basis. Additional funds may be available at the discretion of the Executive Director and/or Board approval.

B. Payment shall be made within (30) 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 DDA require one to be performed. Provider shall not submit more than one (1) request for payment per month.

5. OWNERSHIP OF DOCUMENTS: Upon termination of this Agreement for any reason whatsoever, Provider shall promptly return to DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and

other physical representations of any information relating to DDA or to the business of DDA. Provider hereby acknowledges that any and all such items, physical representations and information that Provider has used, prepared or come into contact with, or shall use, prepare, or come into contact with while acting as a consultant of DDA are, and shall remain at all times, the sole property of DDA.

6. AUDIT AND INSPECTION RIGHTS:

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

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

7. AWARD OF AGREEMENT: Provider represents and warrants to DDA that it has not employed or retained any person or company employed by DDA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee,

commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by DDA and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by DDA.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

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

10.

INDEMNIFICATION: The Provider agrees to indemnify, defend and hold harmless DDA and its directors, officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), or (ii) the failure of the Provider

to comply with any of the paragraphs herein or (iii) the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payment under state Workers' Compensation or similar laws.

The DDA agrees to indemnify, defend and hold harmless the Provider and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the DDA or its employees, agents or subcontractors, or (ii) the failure of the DDA to comply with any of the paragraphs herein or (iii) the failure of the DDA to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

11. DEFAULT: If Provider fails to comply with any term or condition of the Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder DDA, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments,

advances, or other compensation paid by DDA to Provider while Provider was in default shall be immediately returned to DDA. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to DDA for all expenses incurred by DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by DDA in the re-procurement of the Services, including consequential and incidental damages.

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

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

13. INSURANCE: Provider shall, at all times during the term hereof, maintain Professional Liability Insurance in the amount of \$1,000,000. Provider shall ensure that all subcontractors retained by the Provider under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of DDA for adequacy of protection and evidence of such coverage shall be furnished to DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the Services under this contract without thirty (30) calendar days prior written notice to DDA. Completed Certificates of Insurance shall be filed with DDA prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with DDA. If, in the judgment of DDA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, DDA reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following DDA's written notice, this Contract shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

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

religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

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

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

TO PROVIDER:

TO MIAMI DDA:

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

17. MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any

provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

18. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide Services to DDA as an independent contractor, and not as an agent or employee of DDA. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of Miami, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to DDA under this Agreement.

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

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

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

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

24. FORCE MAJEURE: Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for

no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

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

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

ATTEST:

Madelyne S. Raybourn
Secretary

By: _____
Alyce M. Robertson
Executive Director

“PROVIDER”

ATTEST:

By: _____

Signature

Print

DRAFT



RFQ No. 12-13-06

RFQ for Governmental Affairs Services

QUESTION AND ANSWER

QUESTION 1. With regard to Sec. 8.6 – SERVICES SELECTION MATRIX: Can the "Strength" box be checked-off more than 5 times? For example: A firm demonstrates strong qualifications for 1. Utilities 2. Education 3. Social Services 4. Environmental, and in all 4 areas the firm is strong at all 4 levels (City, County, State and Federal), then there would be 16 "strength" boxes checked.

ANSWER 1. No, just your top 5 strengths, please, although you can check "yes" on as many "issue areas" that you feel you are qualified for.

QUESTION 2. Does the RFQ permit a joint partnership with another firm or would they need to be listed as a subcontractor? If we include a partner or subcontractor in our response, would we still be limited to 5 "strengths" on the Services Selection Matrix (8.6) or would that number double to 10.

ANSWER 2. You may submit a "team proposal" as either a partnership, or as a contractor/subcontractor, however a team proposal will be considered as one submittal, and therefore limited to selecting 5 overall team strengths in the Services Selection Matrix. Keep in mind that you may still check "Yes" on as many issue areas that you feel the team is qualified for. You could also choose to submit separately and hope to both be selected as part of the list of pre-qualified consultants. Hope this answers your question.

QUESTION 3. What is the Miami Downtown Development Authority's conflict of interest policy, if any?

ANSWER 3. The DDA does not have a specific conflict of interest policy as it pertains to vendors or lobbyists, however, the DDA is generally governed by existing City of Miami and Miami-Dade Ethics Commission policies regarding conflicts of interest. Some of the City and Ethics Commission's policies can be found online at:

City of Miami:

http://www.ci.miami.fl.us/City_Clerk/pages/lobbyist/lobbyist.asp

<http://www.miamigov.com/Procurement/pages/Ethics/PD/pd.pdf>

<http://www.miamigov.com/procurement/docs/ord12271.pdf>

Ethics Commission:

http://ethics.miamidade.gov/library/Publications/code_of_ethics2010.pdf

QUESTION 4. With reference to Section 8.6 Services Selection Matrix on page 24 of the RFQ, please clarify the instructions of selecting "up to five (5) areas of particular strength and expertise." Does a single selection within an Issue Area and level of government count as one of the five (5) permitted

total, or may we select up to five Issue Areas as Strengths across multiple levels of government? For example, does checking the Strengths boxes in the Environmental Issue Area for the City of Miami, Miami-Dade County, State of Florida and Federal count as four (4) Strengths or one (1) as they are all in the same Issue Area?

ANSWER 4. A single selection within an issue area counts as one of the five permitted strength selections. Using your example, checking the strength boxes in the Environmental Issue Area for City, County, State and Federal would count as 4 separate selections. Keep in mind that you may still check “Yes” on as many issue areas that you feel the team is qualified for.