



**REQUEST FOR PROPOSALS  
FOR  
PLANNING, DESIGN AND CONSTRUCTION  
ADMINISTRATION SERVICES  
FOR A DOWNTOWN MIAMI SIGNAGE &  
WAYFINDING SYSTEM**

**RFP No. 09-04**

**ALYCE ROBERTSON, EXECUTIVE DIRECTOR**

**SUBMISSIONS ARE DUE NO LATER THAN  
5:00 P.M. ON SEPTEMBER 18, 2009**

**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 PROPOSALS  
For  
PLANNING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
FOR A DOWNTOWN MIAMI SIGNAGE & WAYFINDING SYSTEM**

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## REQUEST FOR PROPOSALS

### REGISTRATION FORM

This form will be used to communicate information with respect to questions and addenda as needed. **Please fill out and fax to 305-371-2423, Attn. : Sandra Hernandez.** 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 RFP OVERVIEW**

### **1.1 Objectives**

The Miami Downtown Development Authority (DDA) is soliciting proposal packages from firms to provide a signage and wayfinding system for Downtown Miami. This signage and wayfinding system will be designed to project a consistent image for the downtown area; ease vehicular congestion; guide visitors to landmarks, facilities, and services; promote walking, bicycling and mass transit; and be sustainable as well as expandable.

The goals of this program are:

- To create a consistent signage and wayfinding system across a range of sign and publication mediums, including mobile and web-based technologies.
- To create a signage and wayfinding system that focuses on directing visitors to landmarks, facilities, and services, including, but not limited to, Parking Authority parking garages, parking lots, mass transit, historic districts and buildings, shopping centers, civic institutions, colleges, parks, and other major destinations.
- To establish signage and wayfinding links to city bicycle and pedestrian trails (e.g., Riverwalk/Baywalk, Greenways, etc.).
- To improve signage and wayfinding and visitor information on events in the city.
- To promote Downtown Miami's identity as a premier business, cultural, arts, entertainment, dining, and shopping destination.
- To establish ongoing administration and maintenance of the system.

The DDA has developed an agenda, budget and conceptual framework for a downtown sign system. This program is meant to capitalize and integrate recommendations made to date.

### **1.2 The Miami Downtown Development Authority**

#### Vision and Mission Statement

The vision of the Miami Downtown Development Authority (DDA) is to create a "new Downtown Experience" that will showcase all the quality of life advantages of urban living in an exciting Downtown Miami setting and community that has the diversity, sense of place, economic vitality, and "round the clock" activity that makes great cities.

The DDA's mission is to work with government, business, and community stakeholders to facilitate, plan and execute public/private implementation that will make downtown the most livable urban area in America and strengthen its position as an international center for commerce, culture and tourism.

#### Board of Directors

A 15-member Board of Directors composed of downtown business and property owners confirmed by the City of Miami Commission oversees DDA. A representative of the State of Florida Cabinet and a member of the Miami-Dade County Commission are also on the DDA's Board. The DDA Board is chaired by a City of Miami Commissioner appointed by the City Commission. DDA operates with a small, multi-disciplined professional staff and is assisted periodically by selected consultants.

#### Funding

DDA is funded by a one-half mil tax on private properties within its district, which currently generates approximately \$4-5 million to the DDA annually. The DDA also receives grants and inter-local government contracts which provides additional funding for DDA projects.

## Role & Services

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

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

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## **Section 2.0 DESCRIPTION OF SERVICES/QUALIFICATIONS**

The Miami Downtown Development Authority (DDA) is seeking the services of a qualified environmental graphics design firm to provide professional services for the planning, design, installation and long-term maintenance of a graphically unified family of directional and identification signs. The DDA has already conducted a GIS based photographic survey of existing signage in Downtown. New and renovated signs shall be developed to guide motorists, bicyclists, transit users, and pedestrians on streets throughout Downtown Miami, primarily within the DDA Boundary Area which includes Brickell, the Central Business District, Park West, and the Media and Entertainment District. The family of signs will initially encompass the following and will be capable of expansion to other signage and graphic needs for the Downtown area:

1. District gateway signs for entrances to the city and major business, cultural, and historic districts
2. Directional and destination signs that include information directing visitors to landmarks, facilities, and services, including, but not limited to, Miami Parking Authority parking garages, other public/private parking lots/garages, mass transit, historic districts and buildings, shopping centers, civic institutions, colleges, parks, and other major destinations
3. Trailblazer directional signs
4. Pedestrian wayfinding map, directories, and signs (i.e., "You Are Here" maps)
5. Pedestrian/bicycle trail signs (including Riverwalk/Baywalk, Greenways, etc.)
6. Arrival signs marking the entrance to parking facilities and major cultural institutions
7. Consistent city map for handouts in parking facilities, kiosks and attractions
8. Coordination and harmonization with existing/proposed streetscape improvements, and City, County, and State signage and wayfinding, including, but not limited to, Miami River Greenway signage and Miami-Dade County Bicycle Route signage

The following is an outline of the specific items that will be required to be completed. Each consultant is asked to provide a more detailed work description of the Scope of Services to demonstrate their level of interest and understanding of the project. Consultants are encouraged to submit specific recommendations for completing the required work that would help distinguish individual proposals. The proposals must include all items that the consultant feels are necessary to complete the project regardless as to whether it is listed in the RFP. The proposal is not limited to the principal tasks as described below. Failure to address any of the areas listed below must include an explanation as to the reason for the omission and must be justified by the consultant.

The project shall be conducted in phases, with an option to continue to the next phase as financially feasible. Agreement of both parties to this contract shall be required in order to move on to a subsequent phase.

### Phase One – Signage and Wayfinding Design Development

The first phase of the project includes a review of planning work accomplished to date (including DDA, CRA, City, County, and State master plans and design guidelines); design of all proposed prototype signs including purpose, message, size, format, typography, color, support mechanism, etc.; preliminary estimate of quantity and production cost of each sign; route plan leading to all major destinations based upon destination criteria and sign message schedule; and sign location plans. This phase will also include review and approval of the design plan by the DDA stakeholder groups and DDA Selection Committee. The consultant will also prepare Graphic Standards utilizing the Manual on Uniform Traffic Control Devices (MUTCD) sign standards for the submittal package to the Florida Department of Transportation (FDOT) as well as Miami-Dade County Public Works and City of Miami Public Works Departments for a General Use Permit and any other required submittals as part of the approval process in coordination with the Miami Downtown Development Authority. The consultant will address the elements that the FDOT, City and County will require for signage approval: design, planning standards, and a methodology/schedule for sign cleaning and replacement. Consultant will also provide a rough cost estimate, broken into various affordability options (from least expensive to most expensive) and identify potential funding sources and strategies to implement the Action Plan. The Miami Downtown Development Authority will be responsible for providing consultant a GIS-based inventory of existing and

missing signage, preliminary route schedules based upon destination criteria provided by the DDA, and a preliminary location plan, as well as any feedback and board approval required to produce the final design manual.

Phase Two – Final Design and Bid Documents (as financially feasible, and mutually agreed to)

This phase includes for all sign types: final design, fabrication and construction documentation; cost estimates (including various affordability options, from least expensive to most expensive); assembly and field testing of sample signs; specifications for on-going sign replacement and maintenance; and preliminary permit approval. This phase will require final approval of all proposed signs by the DDA stakeholder groups or the DDA Selection Committee. The consultant will be authorized to proceed with final design only for portions of the signage program with construction funding available. The consultant shall provide DDA with an order of magnitude cost estimate.

Phase Three – Bidding and Award Services (as financially feasible, and mutually agreed to)

The consultant will assist the DDA to identify qualified bidders; clarify plans and bid documents, if necessary; and submit a written evaluation of bids received for sign fabrication and installation.

The consultant will be responsible for reviewing the fabrication and installation of the signs; to certify that work is done according to the bid documents; to approve change orders, and approve payments to the contractor.

The DDA reserves the right to apply, modify or use the materials, processes and designs funded and developed in this project for other uses at a future date. Consultants will not be held liable for any design modifications and changes subsequent to contract completion.

The Proposal is limited to those items developed as part of this project and does not include the proprietary materials; designs and processes that a consultant could bring into use on the project that were developed without the project's funding.

Consultant responsibilities include performing all work as outlined in this request. In order to develop plans, the consultant shall obtain input as necessary from the City, County, FDOT, utility companies, railroads, federal, state and local agencies, community organizations, representatives and key property owners as required.

The DDA will oversee the project through the Evaluation Committee, which may include, but not be limited to, members of the Miami Parking Authority, City, County, State, and DDA staff. The DDA Executive Director will be responsible for appointing Committee members.

All meetings with the DDA staff, Evaluation Committee, City of Miami staff, other public agencies, community organizations, stakeholders, etc. to gather information will be included in the proposed cost of the study.

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### **Section 3.0 – PROPOSAL SUBMITTALS**

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

#### **A. CONTENTS OF PROPOSAL**

1. **Table of Contents**  
Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
2. **Proposal Submission:**  
Proposals shall include at a minimum the following elements, in this order, with tabbed-labeled dividers. Faxed proposals will not be accepted.
  - A. **INTRODUCTION** - An introductory letter on firm letterhead indicating name of firm, contact person, phone, fax, e-mail, type of business entity, and a short statement summarizing the strengths of the firm/team as it relates to this project.
  - B. **EXPERIENCE** - A description of the firm's relevant experience and capabilities, with a description of comparable projects including, contact names, phone numbers, dates, budget and outcome.
  - C. **PROJECT TEAM** - Project team organization, names and resumes (5 pages maximum) of team members including those consultants who will manage and perform the work.
  - D. **WORK PLAN** - A clear description of how the consultant will complete the scope of services and the format to be used for communication and presentation. This should include but not be limited to:
    - Description of base information needed and provided for the completion of the project.
    - A description of the specific approach to the project, and the strategy in establishing priorities, managing conflicting opinions and obtaining consensus.
  - E. **COST** - Provide a breakdown of the cost for each phase and component of the study. Provide hourly rates and conditions for any additional work beyond the scope of work specified.
3. **Proposal documents to be completed and returned to DDA (Section 7.0)**

## **Section 4.0 RFP GENERAL CONDITIONS**

### **4.1 Acceptance/Rejection**

The 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 RFP. The DDA reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

### **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 Consultant, any sub-consultant, 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 DDA has no control. The agreement will include a "no damage for delay" clause.

### **4.3 Contract Award and DDA's Rights**

The DDA reserves the right to accept or reject any or all responses to this RFP, waive informalities, and request re-bids on the services specified in the RFP. The Selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFP, 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 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. All contracts to be executed are continuing contracts as that term is defined by the Consultant's Competitive Negotiation Act, §287.055, Florida Statutes. 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 RFP 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 Minority / Women Business Enterprise (M/WBE) Program**

Ordinance No. 10062, as amended, entitled the Minority and Women Business Affairs and Procurement Ordinance of the City of Miami, Florida sets forth "..... a goal of awarding at least 51 percent of the City's total annual dollar volume of all expenditures for all goods and services, to Black, Hispanic and Women minority business enterprises on an equal basis." A minority business enterprise is defined as a business firm "...in which at least 51 percent of said enterprise is owned by Blacks, Hispanics, or Women and whose management and daily business operations are controlled by one or more Blacks, Hispanics or Women." To achieve the goal established by Ordinance 10062, vendors doing business with the City are encouraged to include minority firms as participants in their Responses.

#### **4.7 Local Preference**

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

#### **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 One Proposal**

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFP.

#### **4.10 Minimum Qualification Requirements**

Each firm interested in responding to this Request for Proposals 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 may be considered non-responsive and eliminated from the process.**

#### **4.11 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.

#### **4.12 Resolution of Protests**

Any respondent who perceives itself aggrieved in connection to this RFP solicitation or proposal award of the contract may protest to the Executive Director: (i) within three days of issuance of the RFP (if a protest of the RFP solicitation); or (ii) within two days of the recommendation of the award by the Executive Director is received or known by the Respond. 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 Respond 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 DDA) shall be refunded, less interest, to the Respond. 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.

#### **4.13 Review of Responses for Responsiveness**

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is 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.

#### **4.14 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 Purchasing. 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.

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## **5.0 INSTRUCTIONS TO PROPOSERS**

### **5.1 Obtaining the RFP**

Copies of this RFP package can be obtained by visiting, phoning or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFP is also available on DDA's website [www.MiamiDDA.com](http://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 RFP only with regard to matters of process and procedure already contained in this RFP document. Except for public hearings and scheduled presentations, contact with the DDA regarding this RFP or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been approved by the Board. All questions or requests for additional information must be asked and answered in writing by certified mail or fax. To ensure that your request or question has been received, contact Sandra Hernandez at 305-579-6675 only to verify that the DDA is in receipt of your request. The request must contain the RFP title, Proposer's name, contact person name, address, phone number, and fax number. The DDA will respond within 2 business days. Any responses to such questions or requests shall be furnished to all respondents in the form of an addendum to this RFP.

Questions should be directed in writing only (email preferred) to:

Javier A. Betancourt, AICP  
Manager of Urban Planning & Transportation  
Miami Downtown Development Authority  
200 South Biscayne Boulevard, Suite 2929  
Miami, Florida 33131  
(305) 371-2423 Fax  
Email: [Betancourt@miamiddacom](mailto:Betancourt@miamiddacom)

### **5.3 Submittal Format**

All submittals must be on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. An unbound one-sided original and 7 bound copies (a total of 8) of the complete submittal must be received by the deadline specified in this RFP Timetable. 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, RFP title, and submittal due date to:

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

#### 5.4 Cover Sheet

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

#### 5.5 Registration Sheet

Please fill out and return the registration sheet contained herein via fax to 305-371-2423 Attn. Sandra Hernandez. You may also send the information on the Registration Sheet via e-mail to [hernandez@miamidda.com](mailto:hernandez@miamidda.com). This allows DDA staff to log in Proposers accurately and communicate addenda, questions, and any other relevant information.

#### 5.6 Delivery and Deadline

Hand carried submittals may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 5:00 p.m., Mondays through Fridays. However, note that submittals are due at the above address on the date and at the time indicated in the timetable below. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. All submittals must be delivered to the DDA by 5:00 p.m. on **September 18, 2009**. Late and misdelivered submittals shall not be considered.

#### 5.7 RFP Timetable

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

Proposal advertised and available for pick-up	August 25, 2009
Deadline for receipt of questions	September 4, 2009
Deadline for receipt of proposals	September 18, 2009
Evaluation Committee meeting	September 30, 2009
Oral presentations to Evaluation Committee (as desired)	October 7, 2009
DDA Urban Design, Transportation and CIP Program Committee meeting*	October 14, 2009
DDA Board review and approval	October 16, 2009
Contract Award	October 30, 2009

\*Subject to Committee Availability

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## **Section 6.0 EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of proposals.
3. Opening and listing of all proposals received.
4. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations before the Evaluation Committee makes its recommendation.
5. The Evaluation Committee shall recommend to the DDA Board the proposal or proposals acceptance of which the Evaluation Committee believes to be in the best interest of the City. The Evaluation Committee shall base its recommendations on the following factors:
  - a. Demonstrated record of accomplished work on signage system design and planning for local governments (30 points)
  - b. Understanding of sign hardware including fabrication, installation, ongoing maintenance and DOT standards (10 points)
  - c. Project approach and methodology (25 points)
  - d. Project team organization and accessibility (10 points)
  - e. Proposed cost of services (25 points)
6. After considering the recommendation(s) of the Evaluation Committee, the DDA staff shall recommend to the DDA Board the proposal that deems to be in the best interest of the DDA.
7. The DDA Board shall consider the Evaluation Committee's recommendation(s) and, may reject those recommendation(s) and select another proposal or proposals. In any case, DDA shall select the proposal or proposals acceptance of which the DDA Board deems to be in the best interest of the City. The DDA Board may also reject all proposals.
8. Negotiations between the selected proposer and the DDA take place to arrive at a contract. If the DDA Board has so directed, the DDA may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.
9. A proposed contract or contracts are presented to the DDA Board for approval, modification and approval, or rejection.
10. If and when a contract or contracts acceptable to the respective parties is approved by the DDA Board, the Executive Director shall sign the contract(s) after the selected proposer(s) has or have done so.

### **Important Note:**

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

## 7.0 RFP RESPONSE FORMS AND PROPOSAL CHECK LIST

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

CHECKLIST		<u>Submitted With Proposal</u>
<b>7.1</b>	<b>RFP Cover Sheet</b> This form <i>must be completed, signed, and returned</i> with Proposal.	YES _____
<b>7.2</b>	<b>Certificate of Authority</b> , to be completed, <i>signed</i> and returned with Proposal. <i>Complete applicable form only.</i> 7.2.1. Certificate of Authority (If Corporation) 7.2.2. Certificate of Authority (If Partnership) 7.2.3. Certificate of Authority (If Joint Venture) 7.2.4. Certificate of Authority (If Individual)	YES _____
<b>7.3</b>	<b>Insurance Requirements</b> Acknowledgment of receipt of information on the insurance requirements for this RFP <i>(must be signed)</i>	YES _____
<b>7.4</b>	<b>Primary Office Location Affidavit, if applicable</b>	YES _____
<b>7.5</b>	<b>Debarment and Suspension Certificate (must be signed)</b>	YES _____
<b>7.6</b>	<b>Statement of Compliance with Ordinance 10032</b>	YES _____
<b>7.7</b>	<b>Proposer's Qualifications Statement</b>	YES _____
<b>7.8</b>	<b>Proof of current M/WBE Certification, if applicable</b> Applies to M/WBE firms registered with the City Provide copy of registration.	YES _____
<b>7.9</b>	<b>Conflict of Interest, if applicable</b>	YES _____
<b>7.10</b>	<b>Complete Proposal with all required documentation</b>	YES _____

**Request for Proposals  
For Planning, Design, and Construction Administration Services for a Downtown Signage &  
Wayfinding System**

Please make this the first page of your application.

**COVER SHEET**

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**FORM 7.2.1**

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_,  
a corporation existing under the laws of the State of \_\_\_\_\_, held a meeting \_\_\_\_\_  
\_\_\_\_, 20\_\_\_\_, at which the following resolution was duly passed and adopted:

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

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

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

Secretary: \_\_\_\_\_

(SEAL)

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

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
  ) SS:  
COUNTY OF                )

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

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

7.2.3

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Secretary: \_\_\_\_\_

(SEAL)

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



## 7.3 INDEMNIFICATION AND INSURANCE

### INDEMNIFICATION

Successful Proposer(s) shall indemnify, defend and hold harmless the DDA and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the 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 DDA, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

#### I. **COMMERCIAL GENERAL LIABILITY**

- A. Limits of Liability
  - Bodily Injury and Property  
Combined Single Limit
  - Each Occurrence \$1,000,000
  - General Aggregate Limit \$2,000,000
  - Personal and Adv. Injury \$1,000,000
  - Products/Completed Operations \$1,000,000
  
- B. Endorsements Required
  - DDA included as an Additional Insured
  - Employees included as insured
  - Contractual Liability
  - Waiver of Subrogation
  - Premises/ Operations
  - Care, Custody and Control Exclusion Removed

**II. AUTOMOBILE BUSINESS**

- A. Limits of Liability  
Bodily Injury and Property Damage Liability  
Combined Single Limit  
Any Auto  
Including Hired, Borrowed or Non-Owned Autos  
Any One Accident \$ 1,000,000
- B. Endorsements Required  
DDA included as an Additional Insured  
Employees included as insured  
Waiver of Subrogation

**III. WORKER'S COMPENSATION**

Limits of Liability  
Statutory-State of Florida

**IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE**

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

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

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

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

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

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

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

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

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

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the 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 DDA shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the DDA in the manner prescribed in the RFP.

- B) The 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 DDA requirements.

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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7.4 LOCAL OFFICE LOCATION AFFIDAVIT

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

Legal Name of Firm: \_\_\_\_\_  
 Entity Type: (check one box 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**

me; or  Personally known to

Subscribed and Sworn before me that this is a true statement this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.   
 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 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.**

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**7.5 DEBARMENT AND SUSPENSION**

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the 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**

**7.6 STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032**

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

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

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_

(Use additional sheets if necessary)

PROPOSER NAME: \_\_\_\_\_

SIGNATURE/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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



**7.8 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/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 DDA document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the 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/RFP No. 09-04.

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 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