



# **REQUEST FOR PROPOSALS FOR AUDITING SERVICES**

**RFP No. 10-01**

**ALYCE ROBERTSON, EXECUTIVE DIRECTOR**

**SUBMISSIONS ARE DUE NO LATER THAN  
OCTOBER 30, 2009 AT 5:00 P.M.**

**AT**

**MIAMI DOWNTOWN DEVELOPMENT AUTHORITY  
200 SOUTH BISCAYNE BLVD.  
SUITE 2929  
MIAMI, FLORIDA 33131**

SUBMITTALS WILL BE OPENED 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 AUDITING SERVICES**

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**REQUEST FOR PROPOSALS  
FOR AUDITING SERVICES**

**REGISTRATION FORM**

This form will be used to communicate information with respect to questions and addenda as needed. **Please fill out and fax to 305-371-242, Attn.: Sandra Hernandez or email at [Hernandez@miamidda.com](mailto:Hernandez@miamidda.com).** 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 Objectives**

Through this Request for Proposals process the Miami Downtown Development Authority of the City of Miami, Florida (DDA) intends to review the proposals from interested parties who can assist the DDA in performing auditing services.

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

#### Vision and Mission Statement

The Miami DDA, founded in 1965, is a public, independent agency of the City of Miami and a non-profit business organization that strives to develop Miami's downtown area as the most livable urban center in America, making it the preferred international destination for commerce, culture, tourism, and urban living.

The vision of the Miami 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.

#### 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 included on the DDA's Board. A City of Miami Commissioner chairs the DDA Board.

#### Funding

DDA is principally funded by a one-half mil tax on private properties within its district, which currently generates approximately \$5 million to the DDA annually. The DDA also receives grants and inter-local government contracts, which provide 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
- Market and Economic Research
- Business Assistance and Recruitment
- Clean and Safe Programs
- Marketing and Community Outreach
- Land Use and Transportation Planning
- Economic Programming and Business Recruitment

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

The Miami DDA is seeking a certified public accounting firm to perform annual audits of Miami DDA's financial statements.

The selected firm will enter into a contract with the Miami DDA, which may be renewable on an annual basis for up to 3 years.

The DDA fiscal year runs from October 1<sup>st</sup> – September 30<sup>th</sup> and we typically conduct our annual audit during November and December. A certified audit must be finalized and submitted to the City of Miami in January.

We are seeking a firm with the capacity and availability to assign a dedicated CPA to assist us beginning this November.

(Intentionally left blank)

## **Section 3.0 – PROPOSALS SUBMITTALS**

The DDA requests one original and five copies of a proposal. Please include the following information with your response.

### **3.1 Letter of Interest and Executive Summary**

Attach a letter of interest, which explains your firm's interest in working on this project. Include an "Executive Summary" which explains your firm's qualifications and experience as they pertain to this particular endeavor. Also, include the names and titles of the persons who will be authorized to make representations for your firm.

### **3.2 Respondent Profile**

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

- a) Indicate the year your firm was established, the names and curriculum vitae for your firm's principals and the project manager(s) and key personnel that will work on this project. Indicate the amount of involvement the principal(s) will have in the project.
- b) Provide an organizational chart.
- c) Provide a list, covering the past 5 years, of Professional Liability claims made involving your firm, a brief but concise description of the claim, and the outcome of the claim. Include claims made against the firm, principals of the firm for work performed while at the firm, and claims made against principals of the firm for work performed prior to joining your firm. Also, include claims paid by your professional liability carrier as well as claims paid by your firm.
- d) Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm's business, or has any of your firm's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
- e) A description of any action, suit, proceeding, disciplinary action or investigation pending or threatened against your firm including, without limitation, any proceeding known to be contemplated by government authorities or private parties.
- f) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your firm's business which is still pending, or has any of your firm's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments or charges and surrounding circumstances in detail.
- g) Describe in detail all current outstanding claims and litigations involving your firm and any of the principals involved.

### **3.3 Proposer's Experience and Past Performance**

Provide a detailed description of comparable projects (similar in scope of services to those requested herein) which your firm has either ongoing or completed within the past three years. Please specify whether each project is completed or ongoing. The description should identify for each project: (i) the client, (ii) description of work, (iii) duration of project, (iv) contact person and phone number for reference, and (v) the results/deliverables of the project. Where possible, list and describe those projects performed for similar size public or private entities and any work performed for the DDA.

### **3.4 References**

Provide names, addresses and phone numbers of up to 5 references that would be capable of explaining and confirming your firm's capacity to successfully complete the intent of your proposal.

(Intentionally left blank)

## **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. The template for the standard DDA contract is attached as a word document. Proposers should review the contract and provide any comments as a marked redline word document. Submitted with proposal.

### **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 (This section is intentionally left blank)**

### **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 for each project and/or for each discipline for miscellaneous projects.

#### **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 Respondent. 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 Respondent 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.

#### **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.

(Intentionally left blank)

## **5.0 INSTRUCTIONS TO PROPOSERS**

### **5.1 Obtaining the RFP**

Copies of this RFP package can be obtained by visiting, phoning or writing 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. 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 to:

Sandra Hernandez  
200 South Biscayne Boulevard, Suite 2929  
Miami, Florida 33131  
(305) 579-6675 Tel.  
(305) 371-2423 Fax  
[Hernandez@miamidda.com](mailto:Hernandez@miamidda.com)

### **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 5 bound copies (a total of 6) 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 M. Robertson  
Executive Director  
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 or by email 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 9:00 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 **October 30, 2009**. Late and misdelivered submittals shall not be considered.

#### 5.7 RFP Timetable

RFP Available to Public	October 9, 2009
Deadline for Receipt of Questions	October 23, 2009
Submittal Deadline	October 30, 2009
Evaluation of Proposals	November 2 -6, 2009
Oral Presentations (if required)	November 10, 2009
Recommendation to the Board of the DDA	November 15, 2009

#### 5.8 Timetable for Services and Completion of Deliverables

Contract Execution	November 16-29, 2009
Begin Fieldwork	November 30, 2009
Draft Audit Due	January 7, 2010
CPA meets with DDA staff	January 7, 2010
CPA meets with DDA Finance / Executive Committee	January 8, 2010
CPA presents Final Audit to Board of Directors	January 15, 2010
Final Audit delivered to City of Miami	January 15, 2010

## Section 6.0 EVALUATION/SELECTION PROCESS

### 6.1 Introduction

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. The committee will be comprised of appropriate DDA personnel 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, integrity, skill and quality of performance under similar operations of each respondent.

### 6.2 Proposal Evaluation

The Evaluation/Selection 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/Selection Committee:

CRITERIA	POINTS
Letter of Interest/Executive Summary	5
Respondent Capacity and Availability	20
Proposer's Overall Experience	25
References	10
Relevant Experience	10
Price	20
Local Preference	10
<b>TOTAL POINTS</b>	<b>100</b>

Upon completion of the evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the DDA; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents submitted and any clarifications offered in the oral presentation.

## 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>
7.1	<b>RFP Cover Sheet</b> This form <i>must be completed, signed, and returned</i> with Proposal.	YES <input type="checkbox"/>
7.2	<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 <input type="checkbox"/>
7.3	<b>Insurance Requirements</b> Acknowledgment of receipt of information on the insurance requirements for this RFP ( <i>must be signed</i> )	YES <input type="checkbox"/>
7.4	<b>Primary Office Location Affidavit, if applicable</b>	YES <input type="checkbox"/>
7.5	<b>Debarment and Suspension Certificate (<i>must be signed</i>)</b>	YES <input type="checkbox"/>
7.7	<b>Conflict of Interest, if applicable</b>	YES <input type="checkbox"/>
7.8	<b>Complete Proposal with all required documentation</b>	YES <input type="checkbox"/>
7.9	<b>Marked redline of DDA Professional Services Agreement</b>	YES <input type="checkbox"/>

# Request for Proposals For Auditing Services

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 Proposal is true; and I further certify that this Proposal 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

\_\_\_\_\_ 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.**

## 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.

(Corporate Seal)

\_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Title

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

**STATE OF FLORIDA, COUNTY OF MIAMI-DADE**

Personally known to me; or

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

**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 RESPON**

**7.9 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION**

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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. \_\_\_\_\_.

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