

Christine King
Board Chair



REQUEST FOR PROPOSALS

MIDTOWN COMMUNITY REDEVELOPMENT AGENCY

EXTERNAL AUDITING SERVICES

ISSUE DATE

September 25, 2025

RESPONSE SUBMISSION DATE AND TIME

October 10, 2025, at 11:00 AM

Location/Mailing Address:

Main Office
MIDTOWN
Community Redevelopment Agency
1401 N Miami Avenue, Miami, Florida 33136

Midtown
Community Redevelopment Agency
1401 N Miami Avenue
Miami, Florida 33136
305-343-1459
Valenmi37@gmail.com

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Sealed written Proposals must be received by the Midtown Community Redevelopment Agency Main Office, no later than the date, time, and location indicated above for the Proposal Submission. This RFP does not constitute an order for the goods or services specified. The number of copies requested in this RFP and completed Response Forms must be returned.

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PUBLIC NOTICE
RFP No: RFP 25-01

MIDTOWN COMMUNITY REDEVELOPMENT AGENCY

EXTERNAL AUDITING SERVICES

The Midtown Community Redevelopment Agency is seeking Proposals from qualified and experienced auditing firms to provide External Auditing Services to the MIDTOWN CRA.

Completed responses must be delivered to the MIDTOWN CRA office no later than 11:00 am on October 10, 2025. Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFP documents may be obtained from the MIDTOWN CRA office at 1401 N Miami Ave, Miami, Florida 33136, or from the MIDTOWN CRA webpage, www.omni-cra.com.

The MIDTOWN CRA reserves the right to accept any responses deemed to be in the best interest of the MIDTOWN CRA, to waive any minor irregularities, omissions, and/or technicalities in any responses, or to reject any or all responses and to re-advertise for new responses as deemed necessary by the MIDTOWN CRA without notice. For more information, please contact the MIDTOWN CRA office at (305) 343-1459

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1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP") process. The Midtown Community Redevelopment Agency ("MIDTOWN CRA") invites responses ("Proposals") that offer to provide the services described in greater detail in Section 2.0.

1.2. Term of Contract

The Proposer selected to provide the services requested herein ("the Successful Proposer") shall be required to execute a contract ("Contract") with the MIDTOWN CRA, which shall include, but not be limited to, the following terms:

- A. The initial term of the Contract shall be for Two (2) years with three (3) additional one (1) year period.
- B. Extension of the term of the Contract beyond the initial period is an option of the CRA to be exercised in its sole discretion. It does not confer any rights upon the Successful Proposer. Successful Proposer further agrees to an extension of not more than ninety (90) days after contract expiration, to ensure a new contract is in place, as applicable.

1.3. Business Objective

The MIDTOWN CRA, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, is seeking the services of qualified and experienced proposer(s) ("Proposer(s)"), which may be an individual firm, corporation, joint venture, partnership, or other legal entity, for the provision of external auditing services.

1.4. Deadline for Receipt of Request for Additional Information/Clarification

Any additional information or clarification requests must be received in writing **before 5:00 p.m. on October 1, 2025.**

1.5. Clarification

Requests for additional information or clarifications must be made in writing and received by the contact person specified on the cover sheet of this RFP, in accordance with the deadline for receipt of questions specified in the RFP (see section 1.4). The request must contain the RFP number and title, proposer's name, name of proposer's contact person, address, phone number, and email address.

The MIDTOWN CRA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued before the Proposal Submission Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or any written addendum. Where there appears to be conflict between the RFP and any addenda, the last addendum issued shall prevail.

1.6. Award of Contract

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1.6. Award of Contract

Subject to the MIDTOWN CRA's right to reject all proposals for any reason, the opportunity to enter into a Contract shall be afforded to the Proposer whose Proposal is determined, in the sole discretion of the MIDTOWN CRA, to be the most advantageous to the MIDTOWN CRA and in the CRA's best interests, taking into consideration fees and other evaluation factors outlined in the RFP.

1.7. Contract Execution

Subject to the MIDTOWN CRA's right to reject all proposals for any reason, the final Contract will be negotiated and executed between the Successful Proposer and the MIDTOWN CRA.

1.8. Unauthorized Work

The Successful Proposer shall not begin work until an agreement has been executed and a purchase order has been issued. The purchase order(s) shall specify the price and period of time allotted for the completion of the work.

1.9. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are to submit Proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a Proposal. Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the MIDTOWN CRA to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the format of this RFP text is followed. All Proposals shall be returned in a sealed envelope with the RFP number and opening date clearly stated on the outside of the envelope.

Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

1.10. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed.

1.11. Assignment of Contract

Successful Proposer shall not assign, transfer of subcontract, any part of his/her operations, or assign any portion or part of the Contract, without written permission from the MIDTOWN CRA's Executive Director, which may be withheld or conditioned, in the MIDTOWN CRA's sole discretion.

1.12. Sub-Consultants

A Sub-Contractor is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through

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Proposer of Proposer's firm and not paid directly by the MIDTOWN CRA. Sub-Contractors are allowed by the MIDTOWN CRA in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Proposal and Sub-Contractors to be utilized in the performance of required services. The MIDTOWN CRA retains the right to accept or reject any Sub-Contractors proposed in the response of Proposer or prior to contract execution. Any and all liabilities regarding the use of Sub-Contractors shall be borne solely by the Successful Proposer and insurance for each Sub-contractor must be maintained in good standing and approved by the MIDTOWN CRA throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees of the MIDTOWN CRA. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this RFP.

Proposers shall include in their Proposals the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer, the Successful Proposer shall provide a list confirming the Sub-Contractors that it intends to utilize in the Contract. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this RFP, any applicable licenses, references, ownership, and other information required of Proposer.

1.13. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP of addenda (if any) should be reported in writing to the MIDTOWN CRA's contact person. Should it be necessary, a written addendum will be incorporated to the RFP. The MIDTOWN CRA will not be responsible for any oral instructions, clarifications, or other communications.

1.14. Disqualification

The MIDTOWN CRA reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect of informality in any Proposals; to reject any or all Proposals in whole or in part, and to reissue a Request for Proposals.

1.15. Proposal Receipt

Sealed Proposals will be accepted per the instructions detailed on the cover of this RFP. After that date and time, Proposals will no longer be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for delivering Proposals during business hours to the address indicated on the cover and in the RFP. Proposals that the MIDTOWN CRA's Office does not receive by the deadline established in the RFP shall **not** be accepted or considered.

1.16. Capital Expenditures

The proposer understands that any capital expenditures that the Proposer makes, in order to perform the services required by the MIDTOWN CRA in this RFP, is a business risk which the Proposer may include in its propose price. The MIDTOWN CRA, however, is not and shall not pay or reimburse any capital expenditures or any other expenses; incurred by any Proposer in anticipation of a Contract award not to maintain the approved status of the Proposer if a Contract is awarded.

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1.17. RFP Process Milestones

The anticipated schedule for this RFP and subsequent Contract is as follows. **All dates are tentative and subject to change.**

- RFP available for distribution: **September 25, 2025.**
- Due date for questions: **October 1, 2025.**
- Proposal due date: **October 10, 2025.**
- Evaluation of Proposers by evaluation committee: **To be announced.**

2.0. SPECIFICATIONS / SCOPE OF WORK

2.1. Background Information

The MIDTOWN CRA is soliciting proposals from qualified and experienced independent Certified Public Accountant and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the MIDTOWN CRA. The audit shall be conducted for the purpose of forming an opinion of the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

The MIDTOWN Community Redevelopment Agency of the City of Miami is a public agency and body corporate created pursuant to Section 163.356 Florida Statutes to eliminate slum and blight. The agency is funded primarily through tax increment revenues generated from the redevelopment area. The agency operate under a board/executive director form of administration and, in accordance with its redevelopment plan, undertake and carry out community redevelopment and related activities within their respective redevelopment area. Such activities include, but are not limited to: land acquisition, demolition and removal of structures, redevelopment, improvement, and rehabilitation, solicitation of proposals for redevelopment, and the installation, construction or reconstruction of streets, utilities, and parks.

2.2. Fund Structure

The MIDTOWN CRA uses the following fund types and account groups in its internal financial reporting:

General Fund
Special Revenue Fund
Debt Service Funds
Account Groups

Implementation of Governmental Standard Board Statement (GASB) Number 34 has eliminated some of the above funds and resulted in a change of classification of some of the funds for external financial reporting.

2.3. Performance Requirements / Scope of Work

A. Audit shall be performed in compliance within the requirement of:

- 1) Chapter 218, Florida Statutes;
- 2) Rules of the Auditor General, State of Florida;

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- 3) Audits of state grants and aids appropriations under Section 216.349 Florida Statutes;
 - 4) Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants;
 - 5) Statements on Auditing Standards (GAAS);
 - 6) Government Auditing Standards, issued by the Controller General of the United States.
 - 7) Generally accepted governmental accounting standards; and
 - 8) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.
- B. The MIDTOWN CRA expects the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with applicable generally accepted accounting principles. The auditor is to also provide an opinion on the combining and individual fund statements.
- C. The audit shall be an annual audit as defined in Section 11.45 (1)(b), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as Welles the standards listed above.
- D. The auditor shall submit the full and complete financial statements and management letter no later than December 1, 2025, for the fiscal year ending September 30, 2025.
- E. The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with the MIDTOWN CRA Executive Director or designee, or the MIDTOWN CRA Board, as deemed necessary.
- F. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge by authorized MIDTOWN CRA personnel, representatives of the City of Miami, and Federal or State Agencies upon request of that Agency or the MIDTOWN CRA. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the MIDTOWN CRA.
- L. The auditors agree to notify the MIDTOWN CRA immediately if any regulatory or other government agency requests a review of the audit work papers concerning the MIDTOWN CRA or any other government client audited by the audit firm.
- M. The auditor agrees to notify the MIDTOWN CRA immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself.
- N. The firm must agree to use MIDTOWN CRA staff in preparation of supporting schedules, reconciliations and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the MIDTOWN CRA with a list

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of all schedules to be prepared by the MIDTOWN CRA. The MIDTOWN CRA staff will be available during the audit to provide information, documentation and explanation to the auditors.

2.4. Information to be Provided to the Success Proposer by the MIDTOWN CRA

The MIDTOWN CRA will provide, at a minimum, the following information to assist the auditor in performing the annual audit:

1. General Ledger/Trail Balance printout as of September 30 and any other time periods requested by the auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations September 30 and any other time periods requested by the auditor.
3. Various schedules and worksheets designated to assist and provide backup information to the auditor.
4. The MIDTOWN CRA will prepare confirmations letters for the auditor.
5. Other information requested by the auditor and mutually agreed upon by the MIDTOWN CRA Executive Director.

2.5. Fees for Services

Proposer shall submit a flat fee Proposal for each on the initial two (2) years of the Contract. Fees for the option years will be negotiated. Significant extenuating circumstances will be considered by the MIDTOWN CRA in determining whether any adjustment should be made to the proposed rates for future years.

2.6. Alternate to Scope

Proposer shall provide a separate fee proposal in the form of an addition to the base price to add the following to the scope of services in either of the initial two (2) years of the contract:

A single audit in accordance with the Federal and State Single Audit Acts and related professional guidance. The auditor shall provide the MIDTOWN CRA with any required letters and schedules related to this audit. These letters may be included in the comprehensive Annual Financial Report by the City of Miami. The audit shall be performed in compliance within the requirement of:

- 1) OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, Office of Management and Budget.
- 2) United States Single Audit Act of 1984.
- 3) United States Single Audit Act Amendment of 1996
- 4) State of Florida Single Audit Act.

3.0. GENERAL TERMS AND CONDITIONS

3.1. Acceptance/Rejection

The MIDTOWN CRA reserves the right to accept any or all Proposals or to select the Proposer that, in the option of the MIDTOWN CRA, will be in the best interest of any/or the most advantageous to the MIDTOWN CRA. The MIDTOWN CRA also reserves the right to reject the

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Proposal of any Proposer 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 MIDTOWN CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. MIDTOWN CRA Not Liable for Delays

It is further expressly agreed that in no event shall the RA be liable for, or responsible to, the Proposer, any Sub-Contractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the MIDTOWN CRA has no control.

3.3. Contract Award And MIDTOWN CRA's Rights

The Proposals will be evaluated by an Evaluation Committee ("Committee") appointed by the Executive Director, comprised of appropriate MIDTOWN CRA staff, City of Miami staff, and/or members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge.

The Committee shall evaluate each Proposal based upon the evaluation criteria established herein (the "Evaluation Criteria"). A Proposer may receive the maximum number of available points or a portion of this scope depending on the merit of its Proposal, as evaluated by the Committee.

The MIDTOWN CRA reserves the right, in its sole discretion, to request one (1) more Proposers to make oral presentations before the Committee as part of the evaluation process. Such presentation/interviews provide the Proposer with an opportunity to clarify the Proposal and to ensure a mutual understanding of its content. The presentation may be scheduled at the convenience of the Evaluation Committee and shall be recorded.

The Committee reserves the right to rank the Proposals and then shall submit its recommendation(s) of one (1) or more Proposers to the MIDTOWN CRA Board for acceptance. The Committee shall make its recommendation(s) to the MIDTOWN CRA Board requesting authorization to negotiate with the selected Proposer. No Proposer shall have any rights against the MIDTOWN CRA arising from such negotiations or termination thereof.

The MIDTOWN CRA reserves the right to enter into Contract negotiations with the selected Proposer. If the MIDTOWN CRA and selected Proposer cannot negotiate a final Contract, the MIDTOWN CRA may terminate said negotiations and begin negotiations with other responsive and responsible Proposers. This process may continue until Contract(s) acceptable to the MIDTOWN CRA have been executed or all Proposals are rejected. The MIDTOWN CRA reserves the right to negotiate with each responsive and responsible Proposer. No Proposer shall have any rights against the MIDTOWN CRA arising from such negotiations or termination thereof.

Proposer shall acquire no vested rights by virtue of its recommendation by the Evaluation Committee. No rights at all shall accrue to the benefit of the selected Proposer until both parties execute the Contract.

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While the MIDTOWN CRA Board may direct that the MIDTOWN CRA enter into a Contract with a Proposer(s), said Contract may be conditional on the subsequent submission of other documents within the time and in the manner specified in the contract.

All Contracts executed pursuant to this RFP shall be governed by the laws of the State of Florida. Also be aware that the MIDTOWN CRA may restrict the selected Proposer from engaging in activities on behalf of the MIDTOWN CRA that will produce a direct or indirect financial gain for the firm, other than the agreed upon compensation, without the MIDTOWN CRA's informed consent.

The final decision to award the Contract shall be made by the MIDTOWN CRA Board.

The MIDTOWN CRA reserves the right to reject any or all Proposals, in whole or in part, and/or make award to more than one Proposer, whichever is deemed to be in the MIDTOWN CRA's best interest. The MIDTOWN CRA also reserves the right to waive any informalities, irregularities, and technicalities in procedures as its sole discretion.

3.4. Cost Incurred By Proposers

All expenses involved with the preparation and submission of proposals to the MIDTOWN CRA, or any work performed in connection therewith shall be borne by the Proposer.

3.5. 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 Proposers shall in no way be cause for relief from responsibility.

3.6. Minority / Women Business Enterprise (M/WBE) Program

Proposers are encouraged to include minority firms as participants in their Proposals. Each Proposer shall also submit along with the Proposal an Affirmative Action Policy (AAP).

3.7. Non – Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period or payments due under the contract, the MIDTOWN CRA, upon written notice to the Proposer of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the MIDTOWN CRA.

3.8. Occupational License Requirement

Any Proposer with a business location in the City of Miami, who submits a Proposal under this RFP, shall meet the City Occupational License Tax requirement in accordance with Chapter 31.1, Article I of the City of Miami Charter. Proposers with a business location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the Proposal; however, the MIDTOWN CRA may at its sole option and its best interest allow the Proposers to supply the license to the MIDTOWN CRA during the evaluation period, but prior to award.

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3.9. Payment

Payments to the Successful Proposer shall be made in arrears, and based on work performed to the satisfaction of the MIDTOWN CRA. No advance payments will be made at any time.

Payment shall be made after delivery, within 45 days of receipt of an invoice for services/goods and pursuant to Florida Statute 218.74 and other applicable laws.

3.10. One Proposal

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

3.11. Proposer Qualifications

Proposers shall satisfy each of the following requirements cited below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered by the MIDTOWN CRA.

- A. Auditor must maintain a permanent office in Miami-Dade or Broward County.
- B. The State of Florida, Department of Business & Professional Regulation, and Board of Accountancy must license auditor and audit firm to practice in the State of Florida.
- C. A minimum of 1 full-time CPA's must be employed and assigned to the audit for the MIDTOWN CRA. These CPA's must also be employed at a permanent office in Miami-Dade or Broward County.
- D. Auditor must have at least three (3) years of experience in governmental auditing, preferable municipal.
- E. Proposer shall have no pending lawsuits with the MIDTOWN CRA or the City of Miami, shall have no convictions for criminal activities involving moral turpitude and shall not have any conflicts of interest with the MIDTOWN CRA.
- F. Neither Proposer nor any member, officer, or stockholder of Proposer shall be in arrears or in default of any debt or contract involving the MIDTOWN CRA, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the MIDTOWN CRA.
- G. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the MIDTOWN CRA. The MIDTOWN CRA reserves the right before recommending any award to inspect the facilities, organization and financial condition, or to take any other actions necessary to determine the Proposer's ability to perform in accordance with the specifications, terms, and condition of this RFP.

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3.12. Public Entity Crimes

A person or affiliated 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 with a public entity for the construction or repair of a public entity may not submit a Response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a Response on a lease or 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.

3.13. Resolution of Protests

Any proposer who feels aggrieved in connection with the solicitation or award of this contract may protest in writing to the MIDTOWN CRA's Executive Director at 1401 N Miami Avenue, 3rd Floor, Miami, Florida, 33136, who shall have the authority, subject to the approval of the MIDTOWN CRA General Counsel, to settle and resolve a protest with final approval by the MIDTOWN CRA Board. Any prospective proposer who perceives itself to be aggrieved in connection with the solicitation of this contract shall file a written notice of intent to file a protest with the Executive Director within three days after the request for proposals is published in a newspaper of general circulation.

Any actual proposer who perceives itself to be aggrieved in connection with the recommended award of this contract shall file a written notice of intent to file a protest with the Executive Director within two days after receipt by the proposer of notice of the Evaluation Committee's recommendation for award of the contract. A notice of intent to file a protest is considered filed when received by the Executive Director. A written protest must be submitted to the Executive Director within five days after the date the notice of protest was filed. A written protest is considered filed when received by the Executive Director.

A written protest may not challenge the relative weight of the evaluation or the formula for assigning points in making an award. The written protests shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence. The protest shall be accompanied by a filing in the form of a money order or cashier's check payable to the MIDTOWN CRA in an amount equal to one percent of the amount of the bid or proposed contract, or \$1000.00, whichever is less. If the protest is upheld the filing fee shall be refunded. If the protest is denied, the filing fee shall be forfeited to the MIDTOWN CRA in lieu of payment of costs. No time will be added to the above limits for service by mail. In computing any time period prescribed herein the day of the event from which the designated period begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal holiday. Intermediate Saturdays, Sundays, or legal holidays shall be excluded in the computation of the time for filing.

3.14. Review of Proposals for Responsiveness

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Each Proposal will be reviewed to determine if it is responsive to the submitting requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirement 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 Proposal non-responsive. A responsible Proposer is one that has the capability in as respects to fully perform the requirement set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.15. Sales Tax

The MIDTOWN CRA is exempt from state sales tax. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the affordable State Sales Tax in accordance with Section 212.08 Florida Statutes, and all amendments thereto and shall be paid solely by the Successful Proposer.

3.16. Sub-Consultants Shall Be Identified

In its Proposal the Proposer shall identify all Sub-Consultants, if any, that will be used in the performance of the proposed Contract, their capabilities, experience, and a brief description of the work performed by the subcontractor(s).

The Successful Proposer shall not, at any time during the term of the Contract, subcontract any part of his operations or assign any portion of the Contract to a sub-contractor(s) not mentioned in its Proposal without written consent of the MIDTOWN CRA. Nothing contained in this RFP shall be construed as establishing new contractual relationship between any sub-consultant(s) and the MIDTOWN CRA.

The Successful Proposer shall be fully responsible to the MIDTOWN CRA for the acts and omissions of a sub-consultant(s) and their employees, as for acts and omissions of persons employed by Successful Proposer.

3.17. Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the Successful Proposer under its sole direction and not an employee or agent of the MIDTOWN CRA. The Successful Proposer shall supply competent and physically capable employees. The MIDTOWN CRA may require the Successful Proposer to remove an employee the MIDTOWN CRA deems careless, incompetent, insubordinate or otherwise objectionable and whose continued eminent under this contract is not the best interest of the MIDTOWN CRA. Each employee shall have in their possession proper identification.

All the services required herein shall be performed by the Successful Proposer and all personnel engaged in performing the services shall be fully qualified to perform such services.

All personnel of the Successful Proposer must be covered by Worker's Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the MIDTOWN CRA.

3.18. Use of Name

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The MIDTOWN CRA is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Proposal are to be mentioned, or imply the name of the MIDTOWN CRA, without prior express written permissions of the MIDTOWN CRA.

3.19. 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 any MIDTOWN CRA personnel. 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 MIDTOWN CRA will investigate all situations where collusion may have occurred and the MIDTOWN CRA reserves the right to reject any and all Proposals where collusion may have occurred.

4.0. SPECIAL CONTRACT PROVISIONS

4.1. Authorization

Upon authorization of the MIDTOWN CRA Board, the Executive Director or his designee shall negotiate all aspects of the Contract with the Successful Proposer. The MIDTOWN CRA General Counsel will provide assistance to the Executive Director or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the MIDTOWN CRA Board's authorization for the execution of the Contract by the Executive Director. The Contract shall comply with all applicable laws, City of Miami Charter, and code provisions.

4.2. General Provisions of Contract with Successful Proposer

The Contract shall address, but not be limited to, the following terms and conditions:

4.2.1. Amendments of the Contract

The Executive Director shall have sole authority to amend the Contract on behalf of the MIDTOWN CRA.

4.2.2. Assignment of Contract

The Successful Proposer shall not assign any portions thereof, or any part of his/her operations, without written permission granted by the MIDTOWN CRA through the Executive Director, in the MIDTOWN CRA's sole discretion.

4.2.3. Audit Rights and Records Retention

The Successful Proposer agrees to provide access to the MIDTOWN CRA, or any of its duly authorized representatives, to any book, documents, papers, and records of the contractor which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the MIDTOWN CRA makes final payment and all other pending matters are closed. On an ongoing basis, the most recent Financial Statements and audit reports, whether internal or outside audits must be provided to the MIDTOWN CRA.

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4.2.4. Compliance with Orders and Laws

The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, order and laws as applicable to this RFP. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract.

4.2.5. Conflict Of Interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City of Miami, that individual is subject to the conflict of interest provisions of the City Code, Section 2-611. The Code states that no City officer, official, employee or board, commission or agency member, or a spouse, son daughter, parent, brother, sister of such person, shall enter into any contract, transact any business with the City, or appear in representation of a third party before the City Commission. This prohibition may be waived in certain instances by the affirmative vote of 4/5 of the City Commission, after a public hearing, but is otherwise strictly enforced and remains effective for two years subsequent to a person's departure from City employment or board commission or agency membership.

This prohibition does not preclude any person to whom it applies from submitting a Proposal. However, there is no guarantee or assurance that such person will be able to obtain the necessary waiver from the City, even if such person were the Successful Proposer.

A letter indicating a conflict of interest for each individual to whom it applies shall accompany the submission package. The letter must contain the name of the individual who has the conflict; the relatives(s), office, type of employment or other situation, which may create the conflict; the board on which the individual is or has served; and the dates of service.

4.2.6. Contract / Account Representative

Proposer shall include the name and telephone number of the intended MIDTOWN CRA's Account Representative. In the event the Contract is awarded to Proposer, the Account Representative, shall be available at the contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing issues and receiving information as to Contract performance. Should the Account Representative deemed acceptable by the MIDTOWN CRA leave the Successful Proposer's firm for any reason, the MIDTOWN CRA reserves the right to accept or reject any other proposed Account Representative.

4.2.7. Indemnification

The Successful Proposer shall agree to indemnify, defend and hold harmless the MIDTOWN CRA and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), 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 the Indemnities, or any of them or

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(ii) the failure of the Successful Proposer to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract, Successful Proposer 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 Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.2.8. Insurance

Within ten (10) days after notification of award, the Successful Proposer shall provide Evidence of Insurance to the MIDTOWN CRA contact person. Please refer to Section 6.3 Indemnification and Insurance.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the MIDTOWN CRA. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer has been made aware of MIDTOWN CRA Board award, the Successful Proposer may be in default of the contractual terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future proposals to the MIDTOWN CRA. Information regarding any insurance requirements shall be liable to the MIDTOWN CRA. Information regarding any insurance requirements shall be directed to the MIDTOWN CRA contact person. Additionally, Successful Proposer may be liable to the MIDTOWN CRA for the cost of re-procuring the services, caused by Successful Proposer's failure to submit the required documents.

4.2.9. Hold Harmless

The Successful Proposer shall hold harmless and indemnify the MIDTOWN CRA for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer.

4.2.10. Proposer's Warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

5.0. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The following information and documents are required to be provided with Proposer's response to this RFP. Failure to do so may deem your Proposal non-responsive.

5.1. Instructions to Proposers

This RFP aims to hire a qualified and experienced independent Certified Public Accountant(s) licensed to practice in the State of Florida, which may be a firm, corporation, joint venture,

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partnership, or other legal entity, to practice external auditing services to the MIDTOWN CRA. Therefore, only fully capable, experienced, and qualified Proposers should submit Proposals in response to this RFP.

Minority firms, included as part of Proposer's Proposal, must stand on their own merits and will be evaluated accordingly. In addition, any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would also have to stand on its own merits. Information provided by Proposer is to also be provided for each proposed Team entity.

Throughout this RFP, the phases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

5.1.1. Submission Requirements

PROPOSAL FORMAT

The following documentation shall be included as a minimum in the Proposal and submitted to the MIDTOWN CRA.

Instructions to Proposers: Proposers should carefully follow the format and instructions outlined below, observing that the format requirements are indicated. Proposals must contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this RFP. Proposals submitted that do not include the following items may be deemed non-responsive and not considered for contract award. Proposers should submit one (1) original Proposal.

The response to this solicitation should be presented in the following format. Failure to do so may result in your Proposal being deemed non-responsive.

1. Cover Page

The cover page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, If applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. Table of Contents

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated summary of not more than two (2) pages containing Proposer's overall Qualifications and Experience, and Ability and Capability to Perform required Services, as



contained in the submittal. Proposer should include the name of the organization, business phone and contact person. Provide a summary of the work to be performed by Proposer.

4. Proposer's Qualifications and Experience

- a) Describe the Proposer's organizational history and structure; provide a brief history of your firm, including years Proposer and / or firm has been in the business providing a similar service(s), and indicate whether the MIDTOWN CRA or City of Miami has previously awarded any contracts to the Proposer/firm.
- b) Provide a list of all principals, owners or directors.
- c) Provide detailed relevant, auditing service of firm for at least three (3) years, particularly governmental auditing experience. Include any municipal audit experience including utility and grant audits.
- d) Provide not less than a List of three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The MIDTOWN CRA reserves the right to contact any reference as part of the evaluation. In the event that a firm has been formed so recently that no government auditing references are available for the newly formed firm, the Proposer should state so in the response to the RFP. If available, the Proposer may also submit governmental auditing references for any predecessor firms.
- e) Provide copies of resumes and describe meaningful governmental auditing experience of partners, managers, other key staff members, and other supervisory staff assigned to the MIDTOWN CRA's account. Include name, overall work to be performed, EEO job classification, ethnicity, race and gender. The MIDTOWN CRA reserves the right to contact any reference as part of the evaluation process.
- f) Provide copy(s) of CPA license for all individual CPA's assigned to the audit and for the firm in the State of Florida.
- g) Provide positive affirmation that all CPA's assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.
- h) Provide a current resume of each Sub-Consultant., if used. Proposer must identify all sub-consultants, and those services to be performed. Proposer must provide Sub-Consultants' qualifications and experience in detail, highlighting all similar experience as addressed in this RFP and anticipated to be performed by the Sub-consultants. Proposer must provide for each sub-consultant the same information required of Proposer. The MIDTOWN CRA retains the right to accept or reject any Sub-Consultants proposed. The MIDTOWN CRA reserves the right to contact any reference as part of the evaluation process.

5. Ability and Capability to Perform Required Services

- a) Provide location of the office from which audit will be conducted.
- b) Provide a brief description of the audit procedure to be followed.
- c) Provide a tentative schedule for performing key aspects of the audit.
- d) Provide recent, current and projected workload of Proposer, and auditors assigned to the MIDTOWN CRA's account.
- e) Provide copy(s) of most recent two (2) external quality control reviews (peer reviews) which included a review of specific government engagements.

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Board Chair



- f) Provide results of any federal or state desk reviews or field audits during the past three years.
- g) Provide a response to the requirements of the MIDTOWN CRA including the Proposer's overall ability and capability to provide required services to the MIDTOWN CRA.
- h) Describe ability to provide MIDTOWN CRA with analysis of current developments of GASB and FASB pronouncement.
- i) Disclose any impediments to independence, as defined by the American Institute of Certified Public Accountants of the firm and / or employees assigned to the audit engagement.
- j) Describe any litigation or proceeding against Proposer, its partners, managers, other key staff members, within the past three (3) years. Provide any circumstances and status of any disciplinary actions taken or pending against the Proposer, its partners, managers, other key staff members, by the state regulatory bodies or professional organizations or where a court of any administrative agency has ruled against your professional activities or performance.

6. Fees for Services

- a) Submit a flat fee proposal for each of the initial two (2) years of the contract. If awarded to Proposer. Failure to submit fee proposal will disqualify Proposer.
- b) Provide a fee schedule for the complete audit, and one single hourly rate to be used for additional work, which may be requested by the CRA, which is outside the scope of this contract. Discuss any additional services and fees for any other services Proposer provide and which are not specifically listed within this RFP.

7. Trade Secrets Exception to Public Records Disclosure

All Proposals submitted to the MIDTOWN CRA are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets".

If the Proposal contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFP number marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Proposal as a "trade secret" you agree to indemnify and hold harmless the MIDTOWN CRA for any award to plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the MIDTOWN CRA by reason of any legal action challenging your claim.

8. Affidavits / Acknowledgments

Proposers should complete and submit as part of its Proposal all of the following forms and/or documents:

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Acknowledgement of Insurance Requirements
- 6.4 Debarment and Suspension Certificate
- 6.5 Copy of Proposer's Occupational License

Christine King
Board Chair



- 6.6 Proposer's Affirmative Action Policy
- 6.7 Proof of Current Miami M/WBE Certification *(if applicable)*
- 6.8 Conflict of Interest Statement *(if applicable)*
- 6.9 Complete Proposal *(including all required documentation and fee to add alternate scope, see section 2.6)*
- 6.10 Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern
- 6.11 E-Verify Affidavit
- 6.12 Non-Collusive Affidavit

5.2. Response Format

One (1) original of your complete response to this RFP must be delivered to:

Main Office
1401 N Miami Avenue, 3rd Floor
Miami, FL 33136

Responses must be clearly marked outside the package referencing **RFP NO. RFP 25-01 MIDTOWN CRA EXTERNAL AUDITING SERVICES**. Responses received after that date and time will not be accepted and shall be returned unopened to the Proposer.

Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least 60 days. Upon award of a Contract, the contents of the Proposal of the Proposer may be included as part of the Contract, at the MIDTOWN CRA's discretion.

Proposers must provide a response to each issue. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

5.3. EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria and weight.

<u>CRITERIA</u>	<u>Percentage</u>
Proposer's Qualifications and Experience	40
Proposer's Ability and Capability to Perform Required Services	35
Fees for Services	<u>25</u>
	100%

6.0. RFP Response Forms – CHECK LIST

This checklist is provided to help you comply with all form/document requirements stipulated in this RFP.

Christine King
Board Chair



	<u>Submitted With Proposal</u>
6.1 RFP Information Form This form must be completed, signed, and returned with Proposal	YES _____
6.2 Certificate of Authority To be completed, signed and returned with Proposal	YES _____
6.3 Indemnity/Insurance Requirements Acknowledgement of receipt of information on the insurance requirements for this RFP. <i>(must be signed)</i>	YES _____
6.4 Debarment and Suspension Certificate <i>(must be signed)</i>	YES _____
6.5 Copy of Proposer's Occupational License	YES _____
6.6 Proposer's Affirmative Action Policy	YES _____
6.7 Proof of current M/WBE certification by City of Miami <i>(if applicable)</i>	YES _____
6.8 Conflict of Interest Statement <i>(if applicable)</i>	YES _____
6.9 Complete Proposal <i>(with all required documentation and fee to add alternate scope, see section 2.6)</i>	YES _____
6.10 Affidavit Regarding Prohibition on Contracting With Entities of Foreign Countries of Concern	YES _____
6.11 E-Verify Affidavit	YES _____
6.12 Non-Collusive Affidavit	YES _____

Please provide one (1) original proposal

6.1. RFP Information Form

Mailing Date: _____

Contact: _____

Christine King
Board Chair



	<u>Submitted With Proposal</u>
6.1 RFP Information Form This form must be completed, signed, and returned with Proposal	YES _____
6.2 Certificate of Authority To be completed, signed and returned with Proposal	YES _____
6.3 Indemnity/Insurance Requirements Acknowledgement of receipt of information on the insurance requirements for this RFP. <i>(must be signed)</i>	YES _____
6.4 Debarment and Suspension Certificate <i>(must be signed)</i>	YES _____
6.5 Copy of Proposer's Occupational License	YES _____
6.6 Proposer's Affirmative Action Policy	YES _____
6.7 Proof of current M/WBE certification by City of Miami <i>(if applicable)</i>	YES _____
6.8 Conflict of Interest Statement <i>(if applicable)</i>	YES _____
6.9 Complete Proposal <i>(with all required documentation and fee to add alternate scope, see section 2.6)</i>	YES _____
6.10 Affidavit Regarding Prohibition on Contracting With Entities of Foreign Countries of Concern	YES _____
6.11 E-Verify Affidavit	YES _____
6.12 Non-Collusive Affidavit	YES _____

Please provide one (1) original proposal

6.1. RFP Information Form

Mailing Date: _____

Contact: _____

?

Christine King
Board Chair



RFP No: _____ Email: _____

Responses must be received by:

At the Main Office: MIDTOWN CRA, 1401 N Miami Avenue, 3rd Floor, Miami, FL 33136

**TERM CONTRACT
EXTERNAL AUDITING SERVICES
RFP NO. RFP 25-01**

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, agreements, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies, equipment, or services and is in all respect 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:

Firm's Name: _____ Telephone _____

Principal Business Address: _____ Fax: _____

Email Address: _____

Name: _____

Mailing Address: _____ Title: _____

Authorized Signature: _____

(IF CORPORATION)

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

“RESOLVED, that, as a President of the Corporation, _____, be and is hereby authorized to execute the Proposal dated, _____, 2025, to the MIDTOWN CRA on behalf of 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.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 2025.

(SEAL)

6.2

STATE OF)
) SS:
COUNTRY OF)

25

6.2

STATE OF)
) SS:
COUNTRY OF)

26

Christine King
Board Chair



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

6.2

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)
) SS:
COUNTRY OF _____)

I HEREBY CERTIFY that I _____, an individual,
d/b/a (doing business as) _____
(if applicable)

have hereby executed the Proposal dated, November _____, 2025, to the MIDTOWN
CRA as an individual and/or d/b/a (if applicable).

Name: _____

Print: _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
and _____ County aforesaid to take acknowledgements personally appeared
_____ known to me to be the person described in an who executed the this
Certificate of Authority and that he/she acknowledged before me that he/she executed the same. I
relied upon the following forms of identification of the above named person(s): (☐) **Florida**
Driver's License, (☐) **Known Personally**, or other (☐) _____.

WITNESS my hand and official seal in the County and State last aforesaid this
_____ day of _____, 2025.

NOTARY PUBLIC

Sign _____

Print _____

Christine King
Board Chair



My Commission Expires:
(Seal)

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

6.3. Indemnification and Insurance

INDEMNIFICATION

Proposer shall indemnify, defend and hold harmless the MIDTOWN CRA 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 Contracts 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 proposer 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) failure of the proposer to comply with any of the provisions in the Contract or the failure of the proposer 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. Proposer 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 employees of proposer, or any of its subcontractors, as provided above, for which the proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Proposer 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, regulations, condition, or requirement, in any way related, directly or indirectly, to proposers 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 proposer or utilized in the performance of the Contract or otherwise.

Where no specifically prohibited by law, proposer 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

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Board Chair



(whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

INSURANCE

The proposer shall furnish to MIDTOWN CRA, 1401 N Miami Avenue, 3rd Floor, Miami, FL 33136, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below.

- A. Workers' Compensation Insurance for all employees of the proposer as required by Florida Statutes.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage:
- D. Professional Liability Insurance with Minimum Limits of \$1,000,000.00 per occurrence.

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

The insurance coverage shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the proposer.

All Insurance policies required above shall be issued by companies 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 hold a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and be members of the Florida Insurance Guarantee Fund.

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

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

Compliance with the foregoing requirements shall not relieve the proposer of his liability and obligation under this action or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the MIDTOWN CRA 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 covering the contractual period, the MIDTOWN CRA shall:

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Board Chair



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

The undersigned proposer acknowledges that (s) he has read the above information and agrees to comply with all the above requirements.

Proposer: _____
(Company name)

Signature: _____

Date: _____

Print Name: _____

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

6.4. Debarment And Suspension *CITY OF MIAMI CODE SEC. 18-56.4*

(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 (30) 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 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;

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Board Chair



3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposal;
 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) Certificate: 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 outlined in paragraph (b) (5).

Company name: _____
Signature: _____
Date: _____

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

Christine King
Board Chair



NON-COLLUSIVE AFFIDAVIT

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. He/she is the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____, the Contractor that has submitted the attached Proposal.
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the MIDTOWN CRA, or any person interested in the proposed Work.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

**Notary Public (Print, Stamp, or Type as
Commissioned)**

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or _____ Did not take an oath

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Board Chair



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the MIDTOWN CRA requires all contractors doing business with the MIDTOWN CRA to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The MIDTOWN CRA will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

Christine King
Board Chair



____ Produced identification (Type of Identification: _____)
____ Did take an oath; or
____ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for
_____ (name of party on behalf of whom instrument is executed).

Christine King
Board Chair



Notary Public (Print, Stamp, or Type as Commissioned)

____ Personally known to me; or
____ Produced identification (Type of Identification: _____)
____ Did take an oath; or
____ Did not take an oath

Christine King
Board Chair



**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that
I have read the foregoing and the facts
stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____
(name of person) as _____ (type of authority) for
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Christine King
Board Chair



_____ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath