



Request For Qualifications For Auditing Services

RFQ No. 17-18-02

Christina Crespi, Acting Executive Director

**Submissions are due no later than
Friday, June 29, 2018 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 Qualifications
For Auditing Services*

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*REQUEST FOR Qualifications
For Auditing Services*

REGISTRATION FORM

This form must be used to communicate information with respect to questions and addenda as needed. **Please fill out and email to Prisca Tomasi at tomasi@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 Qualifications 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 0.475 mil tax on private properties within its district, which currently generates approximately \$8.8 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:

- Leadership, Advocacy, & Operations
- Arts, Culture & Entertainment
- Business Development & Marketing
- Quality of Life
- Urban Placemaking
- Transit, Connectivity, & Mobility

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 5 years.

The DDA fiscal year runs from October 1st – September 30th 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.

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Section 3.0 – PROPOSALS SUBMITTALS

The DDA requests one (1) original and five (5) 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.

- 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.

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Section 4.0 RFQ 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 RFQ. The DDA reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFQ.

4.2 DDA Not Liable for Delays

It is further expressly agreed that in no event shall the DDA be liable for, or responsible to, the 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 RFQ, waive informalities, and request re-bids on the services specified in the RFQ. The Selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFQ, applicable City regulations and State Statute shall be awarded an opportunity to negotiate a contract ("Contract") with the DDA. 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 RFQ is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

4.6 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).

4.7 One Proposal

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ for each project and/or for each discipline for miscellaneous projects.

4.8 Minimum Qualification Requirements

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

4.9 Public Entity Crimes

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

4.10 Resolution of Protests

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

4.11 Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one

that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

4.13 Collusion

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

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5.0 INSTRUCTIONS TO PROPOSERS

5.1 Obtaining the RFQ

Copies of this RFQ 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 RFQ is also available on DDA's website www.miamidda.com.

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

5.2 Communications

DDA staff will communicate with potential Proposers regarding this RFQ only with regard to matters of process and procedure already contained in this RFQ document. Except for public hearings and scheduled presentations, contact with the DDA regarding this RFQ or any aspect of a proposal by a respondent or any representative of a respondent shall be limited to written communications until such time that the consultants have been approved by the Board. All questions or requests for additional information must be asked and answered in writing by certified mail or via email. To ensure that your request or question has been received, contact Prisca Tomasi at 305-579-6675 only to verify that the DDA is in receipt of your request. The request must contain the RFQ title, Proposer's name, contact person name, address, phone number, and fax number. Any responses to such questions or requests shall be furnished to all respondents in the form of an addendum to this RFQ. The deadline for receipt of questions is June 18, 2018.

Questions should be directed to:

Prisca Tomasi
200 South Biscayne Boulevard, Suite 2929
Miami, Florida 33131
(305) 579-6675 Tel.
(305) 371-2423 Fax
tomasi@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 RFQ Timetable. Each submittal package is required to include an electronic file of your complete RFQ via flash drive or CD/DVD disk. The original, all copies, and electronic file must be submitted in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, RFQ title, and submittal due date to:

Christina Crespi
 Acting 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, RFQ title and contact name.

5.5 Registration Sheet

Please fill out and return the registration sheet contained herein via email to Prisca Tomasi at tomasi@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., Monday through Friday. 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 **June 29, 2018**. Late and misdelivered submittals shall not be considered.

5.7 RFQ Timetable

RFQ Available to Public	June 08, 2018
Deadline for Receipt of Questions	June 18, 2018
Submittal Deadline	June 29, 2018
Evaluation of Proposals	Weeks of July 2–July 13, 2018
DDA Board Approval	July 20, 2018

5.8 Timetable for Services and Completion of Deliverables*

Contract Execution	Week of July 23, 2018
Begin Fieldwork	Week of November 5, 2018
Draft Audit Due / CPA meets with DDA staff	Week of November 26, 2018
CPA meets with DDA Finance / Executive Committee	Week of December 10, 2018
CPA presents Final Audit to Board of Directors	December 21, 2018
Final Audit delivered to City of Miami	Week of December 25, 2018

*Dates are estimated and subject to change

Section 6.0 EVALUATION/SELECTION PROCESS

6.1 Introduction

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

CRITERIA	POINTS
Letter of Interest/Quality of Submission	10
Respondent Capacity and Availability	30
Proposer's Experience with Similar Organizations	50
Price	10
TOTAL POINTS	100

7.0 RFQ RESPONSE FORMS AND PROPOSAL CHECK LIST

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

CHECKLIST		<u>Submitted With Proposal</u>
7.1	RFQ Cover Sheet This form <i>must be completed, signed, and returned</i> with Proposal.	YES <input type="checkbox"/>
7.2	Certificate of Authority , 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	Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFQ (<i>must be signed</i>)	YES <input type="checkbox"/>
7.4	Debarment and Suspension Certificate (<i>must be signed</i>)	YES <input type="checkbox"/>
7.5	Conflict of Interest, if applicable	YES <input type="checkbox"/>
7.6	Complete Proposal with all required documentation	YES <input type="checkbox"/>
7.7	Marked redline of DDA Professional Services Agreement	YES <input type="checkbox"/>

Request for Qualifications 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 RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer. 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 RFQ NUMBER AND/OR TITLE OF RFQ MUST APPEAR ON EACH CERTIFICATE.

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

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

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

7.5 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 20__.

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

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

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

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

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this Bid/Proposal complies with Section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the City of Miami, Florida or the 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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this [redacted] day of [redacted], 2018 but effective as of [redacted], 2018 ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("DDA") and [Name of Company] ("Provider").

RECITALS:

- A. WHEREAS, the DDA's mission is to grow, strengthen and promote the economic health and vitality of Downtown Miami; and
- B. WHEREAS, [redacted]; and
- C. WHEREAS, [redacted]; and
- D. WHEREAS, the DDA seeks Provider's assistance [redacted]...

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and DDA agree as follows:

TERMS:

- 1. RECITALS: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
- 2. TERM: The initial term of this Agreement shall commence on the Effective Date and shall continue for [redacted], or until completion of the Services and approval by the Executive Director.
- 3. SCOPE OF SERVICE: Provider agrees to provide the Services as specifically described in Attachment "A" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due DDA or the City of Miami (“City”), including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner and in the time period described in Attachment “A”. The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as subcontractors to perform said Services. Provider agrees that all additional subcontractors shall first be approved by the DDA. Notwithstanding DDA’s approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Provider had provided said Services.

4. COMPENSATION:

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

B. Payment shall be made within (30) days after receipt of Provider’s request for payment and accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should DDA require one to be performed. Provider shall not submit more than one (1) request for payment per month.

5. OWNERSHIP OF DOCUMENTS: Upon termination of this Agreement for any reason whatsoever as described herein, Provider shall promptly return to DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and other physical representations of any information relating to DDA or to the business of DDA. Provider hereby acknowledges that any and all such items, physical representations and information that Provider has used, prepared or come into contact with, or shall use, prepare, or come into contact with while acting as a consultant of DDA are, and shall remain at all times, the sole property of DDA. DDA agrees that Provider will retain ownership of Provider's preexisting intellectual property used in conjunction with performance of the Services. This intellectual property may include computer programs, (including any source code, object code, enhancements and modifications), all files, (including computer generated forecasts and analysis), and all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media), and models. Provider grants to DDA a non-exclusive, non-assignable, royalty-free license to exhibit, publish, transmit, copy, modify, prepare derivative works from, distribute, display and use any portion of the deliverable identified in the Scope of Work of which DDA has not been identified in this section as the owner of such intellectual property.

6. AUDIT AND INSPECTION RIGHTS:

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

this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

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

7. AWARD OF AGREEMENT: Provider represents and warrants to DDA that it has not employed or retained any person or company employed by DDA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

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

Pursuant to the provisions of Section 119.0701, Florida Statutes, Provider must comply with the Florida Public Records Laws, specifically the Provider must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the DDA in a format compatible with the information technology systems of the public agency.

Provider agrees that any of the obligations in this section will survive the term, termination and cancellation hereof.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this contract, contact the Custodian of Public Records Ivonne de la Vega at (305) 579-6675 or delavega@miamidda.com

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

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

10. INDEMNIFICATION: The Provider agrees to indemnify, defend and hold harmless DDA and its directors, officials, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as “Provider”), or (ii) the failure of the Provider to comply with any of the paragraphs herein or (iii) the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider’s liability to such employee or former employee would otherwise be limited to payment under state Workers’ Compensation or similar laws.

11. DEFAULT: If Provider fails to comply with any term or condition of the Agreement,

or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder DDA, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by DDA to Provider while Provider was in default shall be immediately returned to DDA. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to DDA for all expenses incurred by DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by DDA in the re-procurement of the Services, including consequential and incidental damages.

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

DDA shall have the right to terminate this Agreement, without notice or liability to

Provider, upon the occurrence of an event of default hereunder. In such event, DDA shall not be obligated to pay any amounts to Provider and Provider shall reimburse to DDA all amounts received while Provider was in default under this Agreement.

13. INSURANCE: Provider shall, at all times during the term hereof, maintain Professional Liability Insurance in the amount of \$1,000,000.00. Provider shall ensure that all subcontractors retained by the Provider under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of DDA for adequacy of protection and evidence of such coverage shall be furnished to DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the Services under this contract without thirty (30) calendar days prior written notice to DDA. The DDA and the City shall be named as Additional insureds on any and all certificates as required herein. Completed Certificates of Insurance shall be filed with DDA prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with DDA. If, in the judgment of DDA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, DDA reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following DDA's written notice, this Contract shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

14. NONDISCRIMINATION: Provider represents and warrants to DDA that Provider

does not engage and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

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

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

TO PROVIDER:



TO MIAMI DDA:

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

With a copy to:
Office of the City Attorney
444 S.W. 2nd Avenue
9th Floor, Miami, FL 33130
Attn: Victoria Méndez, City Attorney

17. MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any claim, case, or controversy that may arise from the performance or non-performance of this Agreement shall be heard in a court of competent jurisdiction in and for Miami-Dade County. Each party shall be responsible for its own attorney's fees. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in ether event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

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

19. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide Services to DDA as an independent contractor, and not as an agent or employee of DDA or the City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of Miami, nor any rights generally afforded

classified or unclassified employees. Provider further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to DDA under this Agreement.

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

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

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

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

24. FORCE MAJEURE: Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE

inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

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

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

ATTEST:

Elvira Manon
Executive Assistant

By: _____
Christina Crespi
Acting Executive Director

“PROVIDER”

ATTEST:

Signature

By: _____


Print

**ATTACHMENT A
SCOPE OF WORK**



REQUEST FOR QUALIFICATIONS

RFQ No. 17-18-02

Sealed responses will be received by the Miami Downtown Development Authority (“Miami DDA”). Suite 2929, 200 S. Biscayne Blvd., Miami, FL 33131 until 5:00 P.M. on Friday, June 29, 2018:

AUDITING SERVICES

Responses due: FRIDAY, JUNE 29, 2018 at 5:00 P.M.

RFQ Objective: The Downtown Development Authority of the City of Miami, Florida (“Miami DDA”) is seeking a qualified public accounting firm to perform annual audits of Miami DDA’s financial statements.

RFQ packages may be obtained on or after June 8, 2018, from the Miami DDA by email or in person from Prisca Tomasi, 200 S. Biscayne Blvd., Suite 2929, Miami, FL 33131 or tomasi@miamidda.com. The RFQ package can also be downloaded at no cost by visiting:

<http://www.miamidda.com>

It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms register to ensure addenda sent.

All proposals shall be submitted in accordance with the instructions provided in the RFQ package. Please ensure that your package includes the required electronic file. Any proposals received after time and date specified above will not be considered. The responsibility for submitting a proposal before the stated time and date is solely and strictly the responsibility of the firm/proposer. The Miami DDA is not responsible for delays caused by courier service, including U.S. Mail, or any other occurrence.

YOU ARE HEREBY ADVISED THAT THIS SOLICITATION FOR PROPOSALS IS SUBJECT TO THE “CONE OF SILENCE”, IN ACCORDANCE WITH THE CITY OF MIAMI CODE ORDINANCE NO. 12271.