REQUEST FOR PROPOSAL

Independent Auditing Services

RFP No. 50-09-15

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

OCTOBER 12, 2015 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME

OCTOBER 21, 2015 AT 3:30 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a Response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 50-09-15.**

Contact Person: Shannon Graham, Purchasing Manager
Email: purchasing@northmiamifl.gov

The City of North Miami, Florida, hereinafter referred to as "City", is hereby seeking certified public accounting firms to provide external independent auditing services.

Please submit one (1) original bound Proposal, three (3) complete copies of the original Proposal and one USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section**,** where shortly after a public opening will take place in the City Clerk's Office at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"
Independent Auditing Services

RFP No. 50-09-15

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	September 18, 2015	
Non-Mandatory Pre-Solicitation Conference:	Not Applicable	
Last Date for Receipt of Written Questions:	October 12, 2015	12:00pm
Opening of Solicitation:	October 21, 2015	3:30pm
City Council Contract Approval Date:	To Be Determined	

(The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

A 5% Bid Bond **must** be included with Bid submittal and a 100% Performance and Payment Bond is required for submission of Bid, as further specified herein.

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling toll free 1-800-711-1712.

ACCEPTANCE AND REJECTIONS

The City Manager reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
Shannon Graham,
Purchasing Manager

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All of our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/business/purchasing/forms.asp.

A-1 Public Entity Crimes Affidavit
A-2 Non-Collusive Certificate
A-5 Acknowledgement of Addenda
A-6 Proposer's Disclosure of Subcontractors and Suppliers
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Attachment can be found on the City's website accompanying this Solicitation at: www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.

c) "City Manager" means the Chief Executive Officer of the City or his designee.

d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including change orders and amendments, containing terms and obligations governing the relationship between the City and the Contractor.

e) "Contractor" or "Vendor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.

f) "Department" means a department of the City of North Miami, as may be designated herein.

g) "Proposal" or "Response" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

h) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a Response to this RFP.

i) "Project" is the total sum of all Work and Services to be performed under a Contract for auditing services for the City of North Miami including audit services for the City and the Community Redevelopment Agency (CRA), and related services.

j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.

k) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, Services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, and Services provided or to be provided by the Vendor in fulfilling its obligations to the City, under a Contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City Manager. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed Sub-consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential Sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) the Purchasing Manager may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or Sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or Sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City Manager. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for Response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City Manager may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City Manager reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the Response shall not constitute a Contract with the City. No Contract is binding or official until Responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Response to this Solicitation. All information in the Response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Vendor shall be liable for the payment of all applicable taxes incurred as a result of providing the Library Café Services and responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All Responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The Response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for Responses not properly marked.

The City Manager will not accept Responses delivered after the established deadline. If the Response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a Response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider Responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City Manager either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected**,** and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning Contract awards, or thirty (30) days after the Response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in the Response will be waived by the City Manager. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection/evaluation committee members will independently score the Proposals on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City Manager may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one

which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Manager will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City Manager reserves the right to reject all Proposals.

1.24 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all Responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Responses received as a result of this Solicitation.

The determination of the criteria and process whereby Responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City Manager as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Responses, incomplete Responses, indefinite or ambiguous Responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or Services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

1.29 The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.30 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager **(See "Form A-6").**

1.31 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.32 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.33 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.34 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall respond in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that Subcontract at least ten percent (10%) of the contractual amount of a City Project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.35 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.36 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.37 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.38 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.39 LATE SUBMISSIONS

The City Manager will not accept Proposals received after opening time and encourages early submittal.

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will **NOT** be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the City Clerks Office located on the 1st floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.41 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.42 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.43 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this RFP is to solicit Proposals to select an experienced and qualified Certified Public Accounting firm to provide independent auditing services to audit the City's financial statements for the fiscal year ending September 30, 2015, with the option of auditing its financial statements for each of the four subsequent fiscal years.

The intent of the City is to select one (1) firm to provide the desired professional Services.

2.2 CONTRACT TERM

The City anticipates awarding a Contract for a three (3) year period with one (1) option renewal for one-year.

The City shall select a Firm to provide the Services for the City commencing from the date of award by City Council. The Contract may thereafter be renewed for one (1) additional one (1) year period, under the same terms and conditions, at the sole discretion of the City. The fee structure of the Contract shall remain firm for the entire Contract term including any and all renewal periods.

2.3 INDEMNIFICATION AND INSURANCE

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their Response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.3.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

2.3.2 PROFESSIONAL LIABILITY (Errors and Omissions)

$1 million minimum limit covering damages arising from the negligence of Contractor or its Subcontractors i.e. architect/engineer in the performance of professional Services relative to this Project.

2.3.3 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **$1 Million**, covering any auto including non-owned, hired or leased

2.3.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.4 QUALIFICATIONS AND EXPERIENCE

To be eligible to respond to the RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide complete professional auditing services as required by the City. Any Proposer that fails to meet all the following minimum criteria may be noted as "non-responsive" and will not be evaluated / scored.

At a minimum, each Proposer shall provide sufficient documentation to verify that:

1. The Firm is a Certified Public Accounting firm in accordance with Section 473.309 Florida Statutes.

2. The Firm is currently licensed to do business in the State of Florida (Firms shall provide the current license number issued by the Florida Department of Business and Professional Regulation).

3. The Firm has conducted Single Audits, Federal Single Audits, Community Redevelopment Agency (CRA) Audits and / or financial audits for at least three (3) public entities within the immediate past five (5) years.

2.5 CONTACTS WITH THE CITY PERSONNEL

Questions concerning this RFP must be directed in writing, by email to Shannon Graham at purchasing@northmiamifl.gov and to no other person or department at the City.

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-192 which prohibits certain types of communications.

2.6 PROPOSAL CONDITIONS

2.6.1 The City Options

The City may, at their sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a Proposal will be considered by the City Manager as constituting an offer by the Proposer to provide the Services described in this RFP.

2.6.2 Rules, Regulations, and Requirements

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a Response to this RFP and to providing the Services described herein.

2.6.3 Change of Proposal

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

2.6.4 Withdrawal of Proposal

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of 120 calendar days after the date of the Proposal opening, to provide the proposed Services.

2.6.5 Modifications of Proposal

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

2.6.6 Insurance Requirements – (Also see Form A-7 and 2.3)

Proposers must submit with their Proposal, proof of insurance meeting or exceeding the requirements.

2.7 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

All Bids shall be accompanied by an offer guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of five percent (5%) of base offer price, payable to the City of North Miami. Subsequent Contract award shall be conditioned upon the Contractor submitting the stipulated performance and/or payment bond within ten (10) calendar days following notice of award, in the form and manner required by the City. Any offer which is not accompanied by an offer guaranty/bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the performance and/or payment bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All Respondents shall be entitled to the return of their offer guaranty.

2.8 PERFORMANCE & PAYMENT BOND

For projects that exceed $100,000 the City shall require the awarded firm to furnish a Performance and Payment Bond in the amount of 100% of the total Proposal Price, with the City of North Miami as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after notification of the award by the City. The bonds shall be with a surety company authorized to do business in the State of Florida.

2.9 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.10 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Respondent shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.10.1 Respondent Information:

- The name of the business organization as specified on the Contract between City and Respondent
- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

2.10.2 City Information:

- City Purchase Order Number

2.10.3 Pricing Information:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.10.4 Goods or Services Provided per Contract:

- Description
- Quantity

2.10.5 Delivery Information:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.10.6 Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

2.11 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding auditing business, and any other laws that would apply to operating a similar type of business.

2.12 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Respondent-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Respondent expense, to the Respondent. At the City's own option, the Respondent shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Respondent shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.13 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Respondent by the City's project administrator, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected Work. If the Respondent fails to correct the Work within the period specified, the City may, at its discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the Work within the period specified in the notice, the City shall place the Respondent in default.

2.14 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

Unless otherwise provided in this Solicitation the Respondent shall furnish the following, including but not limited to, all labor, material, equipment, and coordination for satisfactory Contract performance.

2.15 LICENSES, PERMITS AND FEES

The Respondent shall comply with all laws, ordinances, and regulations applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Respondent for failure to obtain required licenses, permits or fines shall be borne by the Respondent.

2.16 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

2.17 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Respondent response, the Respondent is required to identify any and all Subcontractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the Work to be done by the

Subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all Subcontractor in the Proposal, the Respondent may be allowed to submit this documentation to the City during the Solicitation evaluation period if such action is in the best interest of the City.

2.18 WAIVER OF IRREGULARITIES

The City Manager may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

2.19 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative."

2.20 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Manager, Shannon Graham via email at purchasing@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

The City has issued this Solicitation to secure an experienced and qualified Certified Public Accounting firm to provide independent auditing Services to audit the City's financial statements. It is the intent of this Solicitation that all Work shall result in compliance with the specifications and all regulatory requirements applicable to such service.

Respondent shall provide the services consisting of all of the necessary labor, materials, supplies, furnishings, facilities, and equipment including those things reasonably inferable from the Contract Documents and necessary to provide the Services. The Respondent shall provide all labor and supervisory personnel required in connection therewith.

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses.

3.2 SCOPE OF SERVICES:

The City's Annual Financial Reports (CAFR) is available for review on the City's website at: http://northmiamifl.gov/departments/finance/cafr.aspx. The City's Community Redevelopment Agency (CRA) CAFR is available upon request.

Proposers are encouraged to thoroughly review the information contained therein, in order to become familiar with the City and its operation. The City currently utilizes EDEN for budgeting, accounting, payroll, accounts payable, purchasing and human resources.

A. Annual Examinations - The Firm selected as a result of this RFP shall provide independent auditing Services to the City and the City's CRA to examine the financial statements of the City, beginning with the financial statements for fiscal year ending September 30, 2015 and ending after the completion and submission of the audit report for the fiscal year ending September 30, 2017.

The annual examinations by the Proposer shall include, but not be limited to, the following:

1. **Financial Audit** - The contracted CPA firm will perform a Financial Audit in accordance with generally accepted auditing standards, government auditing standards, Federal OMB Circular A-133 (including necessary filings) and Florida Statutes. The primary purpose of the audit is to express an opinion on the financial statements of the City. The examination and procedures related hereto contemplate the review of a Comprehensive Annual Financial Report (CAFR) if and when it is prepared by the City. The audit procedures used should be sufficient to enable the Proposer to express an opinion on the fairness with which the financial statements present the financial position of the City and the results of its operations and the cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the City were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes and the City of North Miami Ordinance.

2. **Review of Internal Controls** - An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with applicable laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Firm shall perform tests of controls and properly document its assessment.

   Reportable conditions shall be communicated in writing in accordance with applicable Statements of Auditing Standards issued by the American Institute of Certified Public Accountants and generally accepted auditing standards.

3. **Management Letter** - A management letter will be issued in compliance with the City Ordinance that contains significant audit findings which, among other matters, shall include the following material items noted during the performance of the audit:

   a. A statement as to whether or not inaccuracies, shortages, defalcations, fraud and/or violations of laws, rules, regulations and contractual provisions reported in the preceding annual financial audit report have been corrected.

   b. Statement as to whether or not recommendations made in the preceding annual financial audit report have been followed.

   c. A statement as to whether or not the City is in a state of financial emergency as a consequence of conditions described in Section 218.503(1), Florida Statutes. When there has been a determination that the City is technically in a state of financial emergency, but is not in financial difficulty or experiencing a financial crisis, the Management Letter shall explain the basis for that conclusion. (For example – the explanation should describe accounting practices that place the deficits in the proper perspective) When there has been a fund balance or retained earnings deficit for two consecutive years and a determination has been made that there is no financial emergency the Management Letter shall explain the circumstances that led to that conclusion. (For example – the explanation should identify specific resources of the City that are available to cover the deficits).

   d. Recommendations to improve the City's present financial management, accounting procedures and internal controls. This shall include recommendations addressing deteriorating financial conditions disclosed pursuant to Section 218.39(5), Florida Statutes.

   e. A statement as to whether or not the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds.

   f. Violations of laws, rules, regulations and contractual provisions that:
      (a) have occurred or are likely to have occurred;
      (b) were discovered within the scope of the financial audit, and;
      (c) may or may not have materially affected the financial statements

   g. Illegal or improper expenditures discovered within the scope of the financial audit which may or may not materially affect the financial statements.

h. Other matters requiring correction which may or may not materially affect the financial statements reported on, including, but not limited to:

(a) Improper or inadequate accounting procedures (i.e. – the omission of required disclosures from annual financial statements)

(b) Failures to properly record financial transactions

(c) Other inaccuracies, shortages and instances of fraud representing reportable conditions discovered by, or that come to the attention of, the Auditor.

The Firm shall be required to make an immediate written and oral report to the designated City Representative(s) of all significant irregularities and any illegal acts as they become known to the Firm.

4. **Data Processing Review** – The Firm will perform a review of internal controls used in the computer environment to ensure (a) the proper development and implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations.

The Firm shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the Firm shall report the following information it deems appropriate:

a. Specific comments in the above areas for the City's major computer systems

b. Overall conditions of internal control in computer environment

c. Significant weakness in internal control in data processing

B. Single Audit - The contracted CPA firm will perform a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 2007, the provisions of OMB Circular A-133, Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida in order to report on the Schedule of Federal Financial Assistance, on the compliance of the City with laws and regulations and on internal controls, as required by the Single Audit Act.

Information related to the Single Audit, including the schedule of Federal Financial Assistance, findings and recommendations, and auditor's report on the internal control structure and compliance with applicable laws and regulations will be included in a separate report, when completed.

C. Federal Single Audit - The contracted CPA firm will perform a Single Audit in accordance with generally accepted auditing standards,

D. Special Audits - The contracted CPA firm will perform Special Audits for:
(a) Landfill Trust –
(b) GOB Grants from Miami –Dade County
(c) CITT for the ½ Cent Transportation Surtax

All audits shall be in accordance with generally accepted auditing standards,

E. <u>Additional Services</u> - If, during the contractual period, additional Services are needed, the Firm may, at the option of the City Manager, be engaged to perform these Services. The Firm shall, upon receipt of a written request from the Finance Director or designee, perform such additional Services. Such Services, if offered by the Firm, may include, but not be limited to:

(a) Management advisory services;
(b) Tax consulting services;
(c) Actuarial consulting services;
(d) Assistance in the preparation of or performance of extended audit procedures;
(e) Assistance in the preparation of or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements;
(f) Any additional "In Relation To" reports requested by the City.

The Firm will be compensated in accordance with the schedule of fees established as a result of the selection process. Any fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates agreed upon by negotiation. Notwithstanding the foregoing, the City Manager may elect, in their sole discretion to engage a third party to conduct such additional services.

F. Time Requirements

1. Commencement of the Audit - The City will have all records for the audit, as well as all appropriate personnel, available to meet with the audit team of the Firm upon acceptance of the proposal and approval by the City Council.

2. Schedule of the Fiscal Year Audit - Each of the following shall be completed no later than the date indicated:

   a. Audit Plan – No later than April 30 a detailed plan will be provided to the Committee covering interim and year end audit procedures for the fiscal year ending September 30 of the initial contract year In each succeeding fiscal year for which audit Services will be provided, a detailed plan will be provided to the Committee by April 30 of that year.

   b. Fieldwork - For the fiscal year ending September 30 of the initial Contract year fieldwork should commence immediately after presentation of the audit plan. For each succeeding fiscal year, fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined below can be met.

   c. Progress Conferences - Progress conferences will be held with the appropriate City personnel at least bimonthly during the course of the Agreement.

      Such conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.

d. Reporting Deadlines - The audit report, in its final form and including the management letter, shall be completed each year no later than November 15 (or the prior business day, as applicable). The report will be presented to the Board at its next regularly scheduled meeting, unless the Board requests such presentation at an earlier-scheduled special meeting.

e. Provide periodic reports to the City assessing the impact of any significant regulatory (Accounting Standards) changes and accounting or reporting developments proposed by the Financial Accounting Standards Board / Governmental Accounting Standards Board or any other significant financial / accounting matters that may affect the City.

G. Invoicing for Work/Progress Billing - In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the Firm will prepare, as part of the Audit Plan (as set forth in subsection E above), an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred and a description of the Work corresponding to such hours shall accompany the invoice in support of this calculation. Progress billings may be rendered no more frequently than monthly during the course of the engagement. The final payment will be paid upon resolution of any open issues or delivery of any remaining items.

H. Working Papers - In all cases, the Firm will retain all working papers for a period of seven (7) years and will provide the City and/or its assignees access, free of charge, to any or all work papers for a period of seven (7) years.

I. Support Personnel - Support personnel will be made available by the City to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.

J. Inclusion - If any Services, functions or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This section includes, but is not limited to, any additional expenses to be incurred by the Firm in relation to the Services (an example includes expenses incurred by the Firm if any state or federal agency requires any external review – such as quality control – of the Firm's Services conducted for the City).

END OF SECTION

SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non- responsive. The Contract will be awarded to the lowest responsible and responsive Proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

4.2 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Independent Auditing Services and must be licensed under Chapters 473, Florida Statutes. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE" and will not be evaluated / scored

4.2.1 At a minimum, the Respondent shall be licensed to do business in the State of Florida. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of the following;

- **The firms Sunbiz registration**

Additional experience requirements:

a) The Firm is a Certified Public Accounting firm;
b) The Firm is independent and duly licensed under Florida Statute Chapter 473 to practice in the State of Florida. (Firms shall provide the current license number issued by the Florida Department of Business and Professional Regulation);
c) The Firm has performed governmental financial audits and related services for a minimum of five (5) years, preferably as lead auditors;
d) The Firm has conducted Federal and State Single Audits for at least three (3) governmental entities within the past five (5) years;
e) The audit firm maintains a permanent office in Broward, Palm Beach and/or Miami-Dade County, Florida;
f) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards;
g) The firm has no conflict of interest with regard to any other work performed by the firm for the City of North Miami.

4.2.2 At a minimum, Proposer must provide at least three (3) references of clients to which it has provided Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

4.2.3 Joint Ventures. Two or more Respondents submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, Rev. 09/13. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Project.

4.2.4 Relevant Experience. Respondents must have completed at least three (3) governmental auditing projects similar in size and nature within the past five (5) years;

4.3 EVALUATION PROCESS

An evaluation/audit committee appointed by the City Purchasing Department ("Evaluation Committee") in compliance with Florida Statute 218.391, shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The Evaluation Committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The Evaluation Committee's initial evaluation of Respondents shall be on the basis of the specific Project needs and the professional Services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below. Criteria weights may be changed by the committee prior to evaluation.

SELECTION CRITERIA

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent's total scores for criteria listed. Selection will not be based solely on lowest price. The City will put each Proposal through a process of evaluation to determine the Respondent's responsiveness to City's needs. Criteria to be considered include:

Criteria	Maximum Points
Proposer's experience, qualifications and past performance in providing the Services described in this Solicitation	25
Experience and qualifications of key individuals and Subcontractors, that will be assigned to this the services	25
Proposer's approach and work plan to provide the services	15
Price Evaluation	25
Local Preference Points	10
Evaluation Score:	**100**

4.4 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Evaluation Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

Upon completion of the oral presentations, the Evaluation / Selection Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.5 NEGOTIATIONS

The City Manager may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City Manager and said Proposer(s) cannot reach agreement on a Contract, the City Manager reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive Proposer. This process may continue until a contact acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City Manager:

4.5.1 Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.5.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0
PROPOSAL SUBMISSION

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.1 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed and double sided. All documents and information must be fully completed and signed as required. When submitting the one (1) complete scanned electronic copy on USB drive in adobe or Word format ensure it is labeled with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

5.1.1 COPIES

Please submit an original Proposal, be sure to clearly mark "Original" as such. Three (3) complete copies of the original Proposal and one (1) USB Flash Drive are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive.

5.1.2 SUBMISSION

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Address your Proposal to:

City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark Proposal).

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided, in a concise manner, written in sufficient detail to permit the City to conduct a meaningful evaluation. Proposal shall be limited in size as to what can fit into a 2 1/2" binder.

5.2 PROPOSAL FORMAT

The Proposal must be in the following format. Failure to include responses to items #1 through #8 in this Section 5 may result in the Proposer being deemed non-responsive and resulting in the Proposal not being considered. Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

The Proposal must include the following information:

LABEL EACH SECTION AS NUMBERED

1. COMPANY NARRATIVE

The Respondent shall provide a Narrative Description of the company and the project. Included in this narrative shall be a list of any exemptions or assumptions made by the Respondent. **MANDATORY SUBMITTAL REQUIREMENTS**

LABEL EACH SECTION AS NUMBERED

SECTION 1 – Qualifications and Experience of the Firm – (25 points)

1. Cover Page Form (**APPENDIXES A**)
2. Provide a brief introduction narrative letter highlighting the structure of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served; Give the location of the office from which the Work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office (the "Home Office") that will be assigned to the City's audit;
3. Specifically address the areas listed in Section 2.2 – Qualifications and Experience:
   a. The firm is a Certified Public Accounting firm in accordance with Section 473.309 Florida Statutes.

   b. The firm is currently licensed to do business in the State of Florida (Firms shall provide the current license number issued by the Florida Department of Business and Professional Regulation).

   c. Provide a listing of comparable contracts the firm has conducted for single audits, Federal Single Audits and / or financial audits for at least three (3) public entities within the immediate past five (5) years. The listing should identify the following:
      1) Client
      2) Description of work
      3) Total dollar value of the contract
      4) Dates covering the term of the contract
      5) Client contact person, phone number and email
      6) Statement of whether the Proposer is the prime or Subcontractor
      7) Results of the project

   d. Proof of Insurance (see Contract Form A-7 and Section 2.7)

4. Describe the experience and length of time the firms has provided services performing:
   1) Audits of governmental entities (including CRA audits), including preparing governmental financial statements in conformance with GASB Pronouncements, Statements and Interpretations
   2) Federal Single Audit
   3) Florida Single Audit
   4) Special Audits for:
      - Landfill Trust
      - GOB Grants from the Miami-Dade County
      - CITT for the 1/2 Cent Transportation Surtax

5. Describe the procedures of the firm for ensuring quality control and the confidentiality of information obtained from clients;

6. Indicate how the firm ensures compliance with applicable independence criteria, including, but not limited to, Government Auditing Standards issued by the Comptroller General of the United States of America (The Yellow Book), Section 473.315, Florida Statutes (Independence) and 61H1-21.001, Florida Administrative Code, Independence. **Each Respondent shall provide with their proposal a statement that they meet the appropriate criteria for independence**.

7. Provide descriptive information on the firm's methodology for compliance with Section 473.3101, Florida Statutes (Licensure of sole proprietors, partnerships, corporations, limited liability companies and other legal entities) and 61H1-20.001, Florida Administrative Code, Types of Certified Public Accountants and Firms.

8. Describe current and projected workloads/contractual obligations and how these obligations will impact the firm's ability to provide the required Services during the required timeline described in Scope of Services

SECTION 2 - Qualifications and Experience of Staff - (25 Points)

1. Provide an organization chart showing all key personnel, including their titles, to be assigned to this Project. The chart must clearly identify the Proposer's employees and those of the Subcontractors or Sub-consultants and shall include the functions to be performed by the key personnel.

2. Describe the experience, qualifications and other critical information, including relevant experience on pervious similar projects, of all key personnel, including those of the Subcontractor who will be assigned to the Project.

3. Provide resumes and job and other detailed qualifications on all key personnel who will be assigned to this Project, including any key personnel of Subcontractors.

   Note: It should be understood that it is the intent of the City to insist those indicated as the project team in this RFP Response actually execute the Project

   After Proposal submission, but prior to the award of any Contract issued as a result of the Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified on its Proposal.

SECTION 3 - Proposed Approach to Providing the Services (15 Points)

1. Confirm Proposer's ability to fulfill all elements of the Scope of Work (See Section 3.0)

2. Describe the Proposer's methodology including specific policies, procedures or techniques to be used in performing the Services described in the Scope of Work

   It is the objective of the City that the successful firm adequately staffs the audit with the appropriate number of experienced and trained personnel to adequately provide the required Services. A trained and experienced manager is required to be active on-site to properly manage and supervise the audit team and daily activities of the audit.

3. Identify the specific individual who would serve the City as the primary on-site person in charge of the financial audit and the single audit (include individual's résumé setting forth qualifications and Government Accounting experience);

4. Include a list of staff expected to be assigned on-site to the audit, their position with the firm, the number of years of experience for each assigned staff member, and number of years of Governmental Accounting experience for each assigned staff member.

   a. Provide resumes and other detailed qualifications on all key personnel who will be assigned to this Project, including any key personnel of Subcontractors.

5. Describe the Proposer's approach to the scheduling of Work and prioritizing the City's requests

6. Estimate the hours of availability of the Proposers for the City's required Services, including the hours of availability of Proposers key personnel. If Subcontractors are utilized, estimate the hours of availability of each

7. Address Proposers ability and approach to complying with the reporting requirements in the Scope of Work. Describe the proposed report outline (i.e. sections, contents, etc) and attach a sample report (if available).

8. Describe the Proposers ability and approach to providing the optional Services (Refer to Section 3.3).

9. Provide any information regarding the Proposer's general work plan which the Proposer deems relevant.

SECTION 4 – Cost and Fee Schedule - (25 Points)

1. Complete and submit Fee Schedule (Attachment A)
   The proposed fees(s) shall detail all costs: i.e. travel and related incidental out of pocket expenses, lobbying registration, if applicable.

   Hourly fees for proposed team members, expense reimbursements and related additional costs should be included for information purposes only and may be used to form a basis for any subsequent negotiations for additional Services, outside the base Services contained in the RFP, if applicable.

SECTION 5 - Local Business Preference / 10%Total Workforce Residing in the City of North Miami - (10 Points)

1. The RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the Vendor shall affirm in writing its compliance with either of the following objective criteria. Proposers may utilize *Form A-3* ***Local Vendor Preference*** in Section 6.0 – Contract Forms

   A local business shall be defined as:

   a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, Services or construction to be purchased or:
   b) A business that has a physical business address located within the limits of the City of North Miami from which the Vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
   c) A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services.

SECTION 6 - Contract Forms

All contract forms must be completed (with all blanks filled in), executed and properly notarized. The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non- Collusive Proposal Certificate
Form A-3	Local Preference Affidavit *(if applicable, attach evidence)*
Form A-5	Acknowledgement of Addenda *(if applicable, attach copies of addendum)*
Form A-6	Disclosure of Subcontractors & Suppliers *(if applicable)*
Form A-9	Payment Bond *(Required when awarded)*
Form A-10	Performance Bond
Form A-14	References

All of our forms can now be found on our website at: **http://www.northmiamifl.gov/business/purchasing/forms.asp. These forms are fill–in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to "Form A-5 Acknowledgement of Addenda", it is the sole responsibility of the Respondent to check the City's website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta) for all applicable addenda.

5.4 APPENDIXES FORMS

At minimum each Bidder shall submit the following below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

i. COVER PAGE FORM (APPENDIXES A)

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address.

The Respondent shall identify one person of authority that will receive all notifications from and will be contacted directly by the City as needed in reference to this Solicitation. Cover Page and Contact information shall be limited to one (1) 8-1/2" x 11" page.

ii. PRICE SOLICITATION FORM (ATTACHMENT A)

A total Price Solicitation (proposed "Contract Price") shall be submitted on the "**FEE SCHEDULE"** in ***"Attachment A"*** - Price Schedule breakdown shall consist of itemized audit pricing and Additional Services pricing and descriptions. The Price Solicitation shall be based upon and include any and all costs or expenses to be incurred by the service in implementing, fulfilling and completing all aspects of the service.

The Price Solicitation, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the general, administrative and overhead costs, Project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

iii. SUBMITTAL CHECKLIST (APPENDIXES C)

The Submittal Checklist shall be submitted as part of the Bid. A checklist is provided merely for the convenience of the Bidder and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

END OF SECTION

SECTION 6.0
ATTACHEMENTS, FORMS & APPENDIX

Appendix B
PRICE PROPOSAL FORM

Attachment A

FEE SCHEDULE:

1. Annual Examination - The Proposer shall provide a firm fixed price for completing the annual examination of the financial statements of the City according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	$_____
September 30, 2016	$_____
September 30, 2017	$_____
September 30, 2018	$_____

2. Single Audit - The Proposer shall provide a firm fixed price for completing the Single Audit of the City according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	$_____
September 30, 2016	$_____
September 30, 2017	$_____
September 30, 2018	$_____

3. Federal Single Audit - The Proposer shall provide a firm fixed price for completing the Single Audit of the City according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	$_____
September 30, 2016	$_____
September 30, 2017	$_____
September 30, 2018	$_____

4. Special Audits

a. Landfill Trust - The Proposer shall provide a firm fixed price for completing the Single Audit of the City according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	$_____
September 30, 2016	$_____
September 30, 2017	$_____
September 30, 2018	$_____

b. GOB Grants from Miami-Dade County - The Proposer shall provide a firm fixed price for completing the GOB Grants from Miami-Dade County Audit of the City according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	$_____
September 30, 2016	$_____
September 30, 2017	$_____
September 30, 2018	$_____

c. CITT for the 1.2 Cent Transportation Surtax - The Proposer shall provide a firm fixed price for completing the CITT for the 1.2 Cent Transportation Surtax Audit of the City according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	$_____
September 30, 2016	$_____
September 30, 2017	$_____
September 30, 2018	$_____

5. Additional Services - It is anticipated that the Proposer would use staff with a variety of skill and experience levels in providing any additional services contemplated in Section 3.0. of the RFP. Therefore, firms shall provide a comprehensive hourly rate for each type of staff, using the generic guide below. The firm may propose a separate schedule for each type of additional service offered by the Proposer. It is expected that the City would authorize additional services on an individual basis. The City would jointly determine with the Firm a not-to-exceed price for each project, using the contractually established rates.

ILLUSTRATIVE GUIDE FOR PROPOSING HOURLY PRICE FOR ADDITIONAL SERVICES				
LEVEL	**EXPERIENCE**	**HOURLY BILLING RATE**	**QUALIFICATIONS**	**RESPONSIBILITIES/ SPECIALTY**
Paraprofessional				
Junior				
Senior				
Manager				
Partner				
Specialists				

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposals, and all appendices and the contents of any Addenda released thereto.

If selected, I agree to execute any required truth-in-negotiations certificate stating that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE:_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

TITLE: _____

DATE: _____

1. The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build services and product requested by the City of North Miami.

2. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Contract signature and approval.

3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

_____

Company Name

_____ _____

Offeror Signature Date:

_____ _____

Name: (Please Print) Title:

Appendix C
PROPOSAL SUBMITTAL CHECKLIST

Independent Auditing Services

RFP No. 50-09-15

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Price Proposal Form	
	Appendix C: Submittal Checklist	
Tab/Page No.	**Section Two (2) Narrative Description**	**OFFICE USE ONLY**
	Proposer's experience, qualifications and past Performance	
	Experience and qualifications of key individuals	
	Proposer's approach and work plan to provide the services	
	Local Preference Points	
Tab/Page No.	**Section Three (3) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____