

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSALS
No. 26-04
MUNICIPAL AUDITING SERVICES**



PROPOSAL DUE:

Thursday, JULY 23, 2026, AT 11:00AM

**TOWN OF CUTLER BAY
RFP No.26-04
MUNICIPAL AUDITING SERVICES
ADVERTISEMENT FOR PROPOSALS**

The Town of Cutler Bay is requesting proposals from qualified respondents to provide “MUNICIPAL AUDITING SERVICES” for the Town of Cutler Bay. **Interested respondents should visit the Town’s website at www.cutlerbay-fl.gov or [DemandStar](#) to obtain the Request for Proposal (“RFP”) package. Packages may also be picked up during normal business hours at the Office of the Town Clerk, Mauricio Melinu, CMC, located at:**

**Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

Proposals may be submitted no later than **Thursday, July 23, 2026, at 11:00 AM**, by one of the following methods (**not both**):

Electronic Submission:

Electronic responses can be submitted via DemandStar at <https://network.demandstar.com/>

In-Person:

Proposals must include one (1) original and three (3) bound paper copies of the submittal, and one (1) readable/reproducible flash drive completely duplicating the original proposal of the submittal. Responses to the Proposal must be received by Town Clerk, Mauricio Melinu, CMC, at Town Hall, 10720 Caribbean Blvd, Ste. 105, Cutler Bay, FL. 33189. All submittals must be sealed and clearly marked on the outside: “RFP No. 26-04 Municipal Auditing Services”.

Proposals will be publicly opened and read on Thursday, July 23, 2026, at 11:00 AM in the Town Hall Community Room, 10720 Caribbean Blvd, Ste. 220, Cutler Bay, Florida 33189. If attending virtually, the meeting will be available via Zoom communications media technology platform. **Registration is required.** To register in advance, please visit: https://us06web.zoom.us/webinar/register/WN_UDh_TYTPQA6oDFcgSK_mkQ

Late Submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the Proposal.

Women/Minority Owned and Emerging Small Businesses are invited to submit for the services.

Pursuant to Town Code Chapter 24, Article II, Section 24-228 of the Town Charter, public notice is hereby given that a “Cone of Silence” is imposed concerning the Town’s competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Pursuant to Section 4-19 of the Town Code; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do

so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town reserves the right to accept or reject all Proposals or parts of Proposals, to workshop or negotiate any / all Proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals, ICMA-CM, CFM
Town Manager

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SECTION 1

INFORMATION FOR THE RESPONDENTS

1.1 INTRODUCTION/GENERAL BACKGROUND

The Town of Cutler Bay (“Town”) is soliciting proposals from certified public accounting firms (“Respondent”) licensed in the State of Florida to conduct Municipal Auditing Services for the Town’s annual financial audit of accounts and records after the end of each fiscal year in accordance with Section 218.39, Florida Statutes, and for single audits required on an as-needed basis (“Services”), as set forth in greater detail in Section 2 of this RFP.

The Town intends to award a contract to the selected Respondent for the Services described in this RFP. The contract term is to be for a three (3)-year contract period, with an option in favor of the Town to renew for up to three (3) additional one (1)-year periods.

The selected Respondent shall provide the Services, including all labor, materials, equipment, and all incidentals necessary for the provision of the Services, as further defined in Section 2 of this RFP.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The Town reserves the right to change the scheduled dates and times at its sole discretion.*

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	June 1	9:00 AM
2	Closing Date for Respondent Questions	July 2	1:00 PM
3	Town’s Answers to Questions by Respondents	July 9	4:00 PM
4	Proposals Due & Opened (via virtual meeting on Zoom – Town will provide instructions for access)	July 23	11:00 AM
5	Town Staff Members’ Review of Proposals for Responsiveness	July 24	4:00 PM
6A	Auditor Selection Committee Meeting	July 29 through July 31	10:00 AM through 3:00 PM
6B	Presentations by Top Three (3) Ranked Respondents (if requested by Committee, Town will provide meeting details)	August 10 through August 11	10:00 AM through 3:00 PM
7	Auditor Selection Committee Issues Recommendation to Town Manager	August 12	4:00 PM
8	Council Meeting to Select Firm(s) and Approve Agreement(s)	September 16	6:00 PM

*The Town reserves the right to change the scheduled dates and time.

1.3 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of the Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town Code Chapter 24, Article II, Section 24-228 of the Town Charter. The "Cone of Silence," as used herein, means a prohibition of any communication regarding a particular RFP, Request for Qualification ("RFQ") or Proposal, between:

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Municipal Auditing Services

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A potential vendor, service provider, proposer, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Proposal after the advertisement of said RFP, RFQ, or Proposal. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) Oral communications at pre-Proposal conferences;
- 2) Oral presentations before selection or evaluation committees;
- 3) Public presentations made to the Town Council during any duly noticed public meeting;
- 4) Communication in writing, at any time, with any Town employee, unless specifically prohibited by the applicable RFP, RFQ, or Proposal documents. The Respondent shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- 5) Communications regarding a particular RFP, RFQ, or Proposal between a potential vendor, service provider, Respondent, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ, or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) Communications with the Town Attorney and his or her staff;
- 7) Duly noticed site visits to determine the competency of Respondents regarding a particular proposal during the time period between the opening of proposals and the time the Town Manager makes his or her written recommendation;
- 8) Any emergency procurement of goods or services pursuant to Town Code;
- 9) Responses to the Town's request for clarification or additional information;
- 10) Contract negotiations during any duly noticed public meeting;
- 11) Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the “Cone of Silence” compliance.

Violation of the “Cone of Silence” by a particular Respondent shall render any RFP award, RFQ award or Proposal award to said Respondent voidable by the Town Council and/or Town Manager.

- 1.4 **ADDENDA.** If the Town finds it necessary to add to or amend this RFP prior to the Proposal submittal deadline, the Town will issue a written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.
- 1.5 **CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in, and available, for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) or parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Respondent shall certify that it has fully read and understood this RFP and the proposal method, and has full knowledge of the scope, nature, and quality of work to be performed.
- 1.6 **INTERVIEWS.** The Town reserves the right to shortlist three (3) Respondents and conduct personal interviews, or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process, or at the Council Meeting where selection and award is made.
- 1.7 **PROPOSALS BINDING.** All Proposals submitted shall be binding upon the Respondent for three hundred sixty-five (365) calendar days following opening.
- 1.8 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Town in connection with proposals shall become property of the Town and shall be deemed to be public records subject to public inspection.
- 1.9 **PROPOSAL DISCLOSURE.** Upon opening, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Proposals received from Respondents in response to this RFP will become the property of the Town and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Town.
- 1.10 **PROPOSAL WITHDRAWAL.** Respondents may withdraw their Proposals by notifying the Town Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their Proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for

the returned Proposals. Proposals, once opened, become the property of the Town and will not be returned to the Respondents.

- 1.11 RETENTION OF PROPOSAL.** The Town reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Respondent is selected.
- 1.12 REQUESTS FOR INFORMATION/CLARIFICATION.** The Town, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate proposals. The Town has made efforts to provide accurate and complete information in this RFP. The Town shall not be penalized, in any way, for the lack of any information deemed necessary by any responding Respondent. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to Town Clerk, Mauricio Melinu, CMC, Email: mmelinu@cutlerbay-fl.gov no later than July 2, 2026, at 1:00PM. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.
- 1.13 IRREGULARITIES & RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, rebid the entire solicitation or enter into agreements with more than one respondent. **Proposal(s) received after the deadline provided in this RFP will not be considered.**

The Town reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the Town and whose Proposal(s) are considered by the Town to be the lowest, most responsive and responsible Respondent whose Proposal meets the requirements and criteria set forth in this RFP. Notwithstanding, the Town may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The Town reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the Town may require. This includes information that indicates financial resources as well as the ability to provide the requisite services. The Town reserves the right to conduct investigations of the qualifications of the Respondent as it deems appropriate, including but not limited to background investigations and checking of references.

- 1.14 LOBBYIST REGISTRATION.** Respondents must comply with the Town's lobbyist regulations. Please contact the Town Clerk's office at 305-234-4262 for additional information.

- 1.15 PROPOSAL/PRESENTATION COSTS.** The Town shall not be liable for any costs, fees, or expenses incurred by any Respondent that submits to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 1.16 LATE SUBMISSIONS.** Statements of Qualifications received by the Town after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the Town. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The Town shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.
- 1.17 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.
- 1.18 PERMITS, TAXES, LICENSES.** The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.19 LAWS, ORDINANCES.** The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 1.20 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement ("PSA") provided in Exhibit "A" to this RFP. The terms of the agreement may be negotiated upon selection of the Respondent(s). Notwithstanding, the term of the agreement shall be for a three (3)-year period, with the option to renew for up to three (3) additional one (1)-year periods.
- 1.21 Bonds.** The selected Respondent must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the PSA, deliver to the Town the Bonds required to be provided by Respondent hereunder and the PSA (collectively, the "Bonds"). The Town, in its sole and exclusive discretion, may also require other bonds or security, in order to guarantee that the awarded contract with the Town will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the PSA is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Respondent's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Respondent shall, within five (5) days of any such event, substitute another Bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Town.

SECTION 2
SERVICES NEEDED BY THE TOWN

2.1 BACKGROUND INFORMATION

The Town is a political subdivision of the State of Florida located in Miami-Dade County (“County”) and was incorporated in November 2005. The Town operates under a Council-Manager form of government in which the Town elects five (5) Councilmembers, one of whom is elected as the Mayor and another of whom is elected as the Vice Mayor. Except for the initial election and terms of office as specified in the Town Charter, Councilmembers are elected for four (4)-year terms. The Town Council determines the policies that guide the Town’s operations and hires a professional Town Manager to implement and administer these policies on a full-time basis. The Town provides a full range of municipal services including police protection, parks and recreation facilities, building and zoning, community development and planning, code compliance, Stormwater, and public works.

The annual budget serves as the foundation for the Town’s financial planning and control. All departments of the Town are required to submit proposed budgets to the Town Manager, who then makes any necessary revisions. The Town Manager then presents to the Town Council, for their review, a budget estimate of the expenditures and revenues of all the Town’s departments and divisions. The Town Manager hosts three (3) Budget Workshops in addition to the two (2) State mandated Public Hearings are then conducted to inform taxpayers of the proposed budget, to receive their comments, and respond to their questions on the proposed budget. The budget is legally enacted prior to October 1st by adoption of a Resolution with a vote that conforms to State guidelines. The Town’s budget is approved by the Council at the departmental level; therefore, the Town Manager may amend the adopted budget for adjustments during the year within a department. The Town Council must approve all other budget adjustments as well as any supplemental appropriations. At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the fund from which it was appropriated and is subject to future appropriations. Budgets are monitored at varying levels of classification detail; however, budgetary control is legally maintained at the fund level except for the General Fund, which is maintained at the departmental level. Please refer to the Town’s Annual Comprehensive Financial Report for the fiscal year ending 9/30/2024, by clicking [here](#), respectively, for additional information.

INFORMATION USEFUL IN ASSESSING THE TOWN’S ECONOMIC CONDITION

Local Economy

The Town is located in southeast Florida, Miami-Dade County, and is primarily residential in nature. It comprises approximately ten (10) square miles with approximately 45,545 residents. The western-most area of the Town, located along the South Dixie Highway (U.S.1) corridor, is commercial in nature with retail, hotels, restaurants and office complexes.

The Town has been successful with providing a high quality of life for its residents by enhancing the level of services being offered. In addition to the increased efforts to enhance services, the Town has also provided competitive benefits to its employees, as recognition of the fact that, in order to continue to provide these valuable services, it must retain and reward its tenured employees.

Shortly after the Town's incorporation, changes to property taxation laws were enacted that had a negative impact on the taxable base upon which property tax revenue of the Town is calculated. Property values within the Town saw significant declines from 2008 through 2012. However, since 2012 property values within the Town have increased each year reflecting a gain of approximately 136% from the 2012 bottom. The Town's property values now exceed the previous property value peak in 2008. In recent years the Town has seen encouraging signs of increased building activity and new development, which have extended into fiscal year 2025-26 with significant new planned projects in the planning/design phases.

The Town continues to work with developers to redevelop the Town's Brownfield areas. A "Brownfield" area site is defined by the U.S. Environmental Protection Agency as a contiguous area of one or more Brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. A Brownfield site is defined as real property for which its expansion, redevelopment, or reuse may be complicated by actual or perceived environmental contamination. The new Publix Shopping Center on Old Cutler Road is a Brownfield redevelopment project, which led to the environmental remediation of thirteen (13) acres of commercial land. The Town's future municipal complex will be constructed on land designated as a Brownfield, which will allow remediation of an additional sixteen (16) acres with eligibility to obtain tax credits to offset the cost of cleanup.

In fiscal year 2024, there were no major changes to the Town's land use distribution, in comparison to prior years. A significant percentage of the Town's land (54%) is classified in the broad categories of residential and mixed land use. Currently, there is no acreage in the Town that is classified as industrial. This land use profile is similar to that of nearby municipalities, in that the land uses are mostly comprised of residential properties relative to commercial, office and institutional uses.

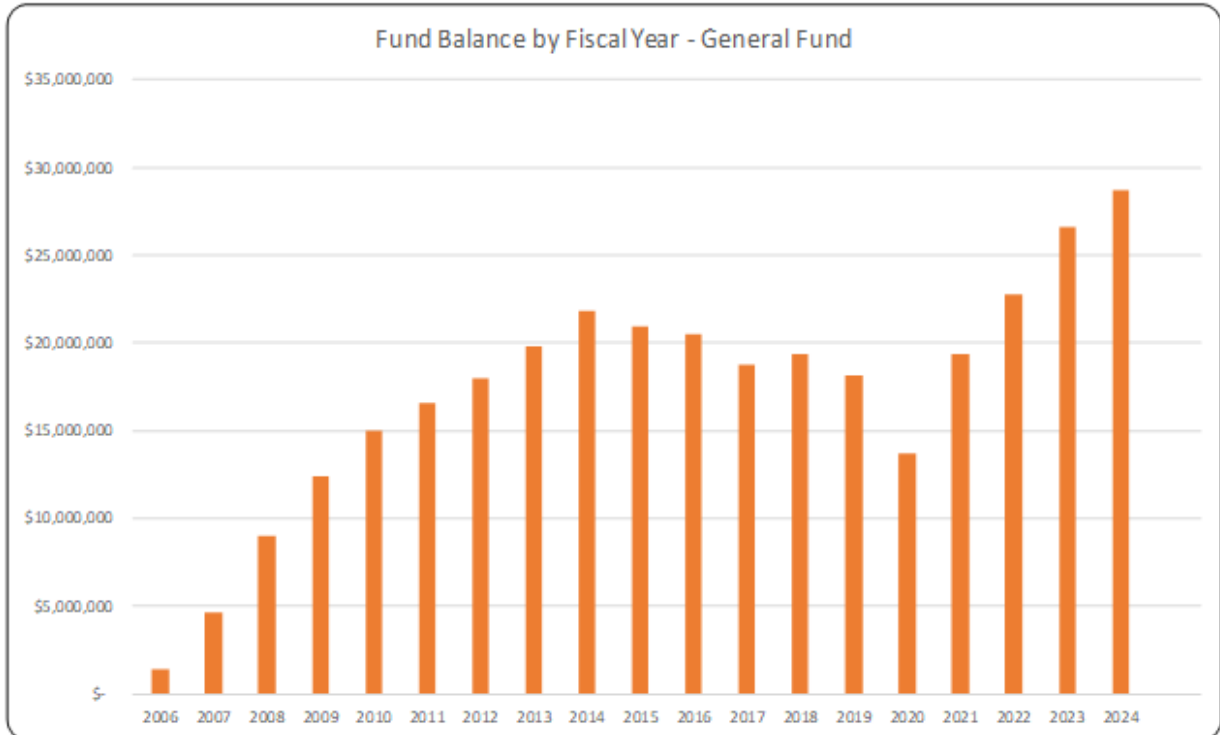
The Town is home to the largest, single redevelopment project in the Southeastern United States - SouthPlace City Center (former site of Southland Mall). This seven (7)-year, \$1.5 billion initiative aims to transform an outdated suburban shopping mall into a walkable, mixed-use community. The project will feature 650,000 square feet of commercial space, 5,000 market-rate apartments, a specialty grocer, a 150-key hotel, 60,000 square feet of medical offices, and various food and beverage outlets. Amenities include a community amphitheater, green spaces, bike and golf cart paths, pedestrian trails, and trolley stops. It is expected to create 2,700 permanent jobs, over 3,000 construction jobs, and a \$1.5 billion regional economic impact. Construction of the first phase of development is expected to begin in late 2026.

Fund Balance Stabilization

During Fiscal Year 2020, fund balance declined approximately \$4.4 million. Other than additional expenditures related to COVID-19, a substantial portion of which will be recovered through various grant assistance, other key drivers of the decline in fund balance relates to the “land swap” deal and continued restoration of Franjo Park. As a result of the major impacts to the Fund Balance, due to these matters, as well as to experiencing General Fund deficits in four of the previous five years, Town staff worked with its Financial Advisor, Estrada Hinojosa & Co., to develop a plan (“Fund Balance Replenishment Plan”) to ensure that budgets going forward established millage rates sufficient to balance the budget, as well as to maintain fund balance at healthy levels.

The initial presentation to the Town Council was made in July 2020 with a follow-up presentation in October 2021, and most recently in August of 2023. This multifaceted plan included increasing the millage rate over a two (2)-year period, restructuring existing debt, and issuing open-market debt securities to take advantage of relatively low historical interest rates.

As a result of enacting the Fund Balance Replenishment Plan, as well as through prudent management of expenditures, the fund balance of the General Fund increased from \$13.7 million at September 30, 2020, to \$28.7 million at September 30, 2024, an approximate **109% increase**.



During fiscal year 2025, the Town undertook a \$12.8 million soil remediation project for the Town's Legacy Park and Municipal Complex ("Legacy Park") which is being funded by \$6.5 million of American Rescue Plan Act ("ARPA") Funds and \$6.3 million of General Fund reserves (i.e., Fund Balance). Additionally, in the fiscal year 2026 budget, another \$2 million is being budgeted for soil remediation required at Blue Heron Park. The fiscal year 2026 budget also reflects \$1.75 million for proceeds from the anticipated sale of approximately 2 of the 8.5 acres of Environmentally Endangered Land ("EEL") at Coastal Ridge Preserve. Should this sale close, it will help partially defray the cost of the soil remediation projects at both Blue Heron and Legacy Parks.

Town Hall Municipal Complex (Legacy Park)

In Fiscal Year 2020, the Town acquired approximately sixteen (16) acres of contiguous, vacant land through a land swap to eliminate high-density development along Old Cutler Road and develop the 16-acre Legacy Park and Municipal Complex. On January 9, 2020, the Town exchanged its Town Hall Properties and \$3 million in cash for the land owned by GCF Investments, Inc., in a transaction valued at \$17 million. Subsequently, on March 22, 2022, voters approved a General Obligation Bond for up to \$37 million to fund the construction of the park, community center, and municipal complex.

The Legacy Park and Municipal Complex is envisioned as a central hub for community engagement. On December 14, 2022, the Town Council approved the Master Plan for Legacy Park and the Municipal Complex, which includes a community center, municipal offices, and extensive park amenities. A subsequent Town Council Workshop on February 8, 2023 detailed the sustainable and resilient design elements of the project, such as green roofs, solar canopies, and elevated structures to mitigate sea level rise.

The majority of the property will be dedicated to a community-oriented park spanning twelve (12) acres, featuring shared-use paths, rolling hills, and educational native landscaping. The park is designed to become a significant destination within the County, with features including an open-air amphitheater/stage for community events. Community input was integral, with over twenty-five (25) Public Involvement meetings influencing the final design.

To address environmental concerns, the buildings will be elevated three (3) feet above FEMA's flood elevation requirements, and the park will function as a flood protection basin. The Town is also pursuing LEED certification and incorporating the above-mentioned as well as water features to establish a Green Resiliency Community Park.

These initiatives reflect the Town's commitment to sustainable development and community engagement, ensuring that the Legacy Park and Municipal Complex will serve as a lasting asset for future generations.

Cash Management

The Town Council and Town Manager are fully charged with the security of the Town's funds and assets with the goal of maximizing return on surplus or idle cash. Cash management policies are clearly identified in the adopted budget documents and conform

to regulations defined by the laws of the State of Florida. The Town's excess funds are invested primarily in interest bearing deposits in qualified public depositories.

The principal focus of cash management is to ensure the safety of the Town's cash while maximizing its return on investment. During fiscal year 2025 and 2024, in the General Fund, the Town earned approximately \$450,300 and \$597,100, respectively, in investment income. Interest rates were negatively impacted by the COVID-19 pandemic beginning in the third quarter of Fiscal Year 2020 and continued at depressed levels into Fiscal Year 2022, although interest rates have subsequently rebounded.

The Town Council and Town Management closely monitor the resources available to the Town and their uses. On September 30, 2024, the total fund balance of the General Fund was approximately \$28.69 million, an increase of approximately \$2.07 million from September 30, 2023. This total fund balance represents approximately 83% of total Fiscal Year 2024 general fund expenditures (and represents approximately 123% of Fiscal Year 2024 general fund expenditures excluding debt service and capital outlay).

Approximately \$28.37 million of the General Fund's total fund balance of \$28.69 million is classified as "unassigned" fund balance which is available for future appropriation by the Town Council for purposes it deems appropriate. This unassigned fund balance level represents approximately 82% of total Fiscal Year 2024 general fund expenditures (and represents approximately 121% of Fiscal Year 2024 general fund expenditures excluding debt service and capital outlay). The remainder of the General Fund's fund balance is classified as "non-spendable" (approximately \$239,100) to indicate that it is not available for new spending because it has already been committed for prepaid expenses and as "restricted" (approximately \$87,400) because it can only be spent for specific purposes due to constitutional provisions or enabling legislation.

2.2 OBJECTIVE

The Town, a municipal corporation of the State of Florida, is seeking the services of qualified and experienced independent Certified Public Accountants and/or Firms ("Firm"), which may be an individual, firm, corporation, joint venture, partnership or other legal entity, licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements, taken as a whole, and to determine whether operations were conducted in accordance with legal and regulatory requirements for the provision of external auditing services on behalf of the Town's Finance Department.

2.3 SCOPE OF SERVICES

The Town desires the Firm to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles general accepted in the United States of America. This is a Financial Audit which shall meet the requirements of Section 218.39, Florida Statutes.

The Town currently participates in The Children's Trust program and this program requires a separate audits and related reports on each program contract awarded to the Town by the Town's auditors. Participation in this program may continue during the term of services

called for by this RFP. Further, the Town also expects to receive grants during the periods covered by this RFP and the Firm should consider any Federal and/or State Single Audit procedures and reporting that may be necessary when developing its Proposal.

The selected Respondent will be expected to provide technical assistance to help the Town conform to the principles and standards of public financial reporting and to assist the Town in completing the Annual Comprehensive Financial Report (“ACFR”) in a timely manner so that it meets the submission requirements of the Government Finance Officers Association’s (“GFOA”) Certificate of Achievement program.

The Town currently utilizes the Tyler Technologies EDEN software ERP to process its transactions, but the Town is transitioning from EDEN to Tyler’s SaaS ERP solution, with an expected Go-Live date of October 1, 2026 (i.e., fiscal year 2027). The Town desires the Firm to include the audit services in its proposal for the fiscal years ending September 30, 2026, 2027 and 2028, with Town options for fiscal years ending September 30, 2029, and 2030.

The Finance Department staff, and responsible management personnel will be available during the audit to assist the Firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Town. The Finance Department staff will provide all data as requested, but the audit Firm is responsible for formatting the data to accommodate their required schedules and work papers.

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The Town will provide the Firm with reasonable workspace, desks and chairs. The Firm will also be provided access to telephone lines, photocopying facilities, facsimile machines, and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices.

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There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Funds to be audited:

The Town uses the following fund types:

- Governmental Funds
- Capital Projects Fund
- Special Revenue Funds

Business-type Funds

- Stormwater Utility Fund

Specific responsibilities of the selected Firm will include, but not be limited to the following:

- A. Express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States of America. The financial audit shall meet the requirements of the State of Florida State Statutes and the Town Municipal Charter.
- B. Prepare required management reports and any other reports as may be required. The Firm shall also perform certain limited procedures involving required supplementary information as may be required by the State Statutes, the Florida Auditor General, the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), as mandated by generally accepted auditing standards.
- C. Perform the audit in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and generally accepted government auditing standards as promulgated by the General Accounting Office (GAO) and the Rules of the Auditor General of the State of Florida, the standards of financial audits.
- D. Provide one (1) electronic copy in ADA compliant format and fifteen (15) bound paper copies of the financial statements and assist in the preparation of the financial statements and footnotes.
- E. Make an immediate written report of all fraud and illegal acts, of which they become aware, to the Finance Director and the Town Manager.
- F. Retain all working papers and reports at the Firm's office and at the Firm's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available upon request to the Town.
- G. Attend, in person, the Town's monthly, regular Town Council meetings as requested.
- H. Complete additional work requested by the Town throughout the year, such as verification of data used in official statements, assistance with special financial projects, tax services, pension assistance, and management advisory services. A schedule of compensation rates for these various types of additional work shall be included, reflecting hourly rates applicable to projects which may be requested and negotiated with the Town.
- I. Serve as a general resource to the Town staff.
- J. Audit Federal and State Awards in accordance with the Federal and Florida Single Audit Acts respectively.
- K. Provide reports relative to The Children's Trust, as required, based on the guidelines established by The Children's Trust.

- L. The Firm shall prepare all individual, combining and entity wide Financial Statements, and issue the Independent Auditor's Report. The Town will provide the transmittal letter, management's discussion and analysis, statistical tables and review the update to the notes to the financial statements. Preparation and color printing (up to twenty (20) copies) of the ACFR shall be the responsibility of the Firm. The Firm shall provide printed and bonded colored copies, laminated front and back cover and PDF, and ADA compliant format electronic copy of the ACFR. The Town reserves the option to print financial Statements. The Town will provide the trial balances for each individual fund and component unit. The Firm shall provide support to the Town and other post-employment benefit entries and for the application of any new GASB statements applicable for the fiscal year under the audit.

2.4 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this RFP, the audit shall be performed in accordance with:

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants;
2. The standards for financial audits set forth in the U.S. Government Accountability Office's Government Auditing Standards;
3. Uniform Guidance for Federal Awards – 2 CFR Part 200;
4. The Florida Single Audit Act;
5. State and Local Governments, Audit and Accounting Guide – AICPA;
6. Section 11.45, Florida Statutes;
7. State of Florida Department of Banking and Finance Regulators;
8. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
9. Any other applicable Federal, State and Local laws or regulations;

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected Firm performing auditing engagements for the Town in future fiscal years.

The Town expects the Firm to express an opinion on the presentation of its financial statements and the aggregate remaining fund information in conformity with applicable accounting principles generally accepted in the United States of America.

The audit shall be an annual audit as defined in section 11.45 (1)(b), Florida Statutes, and shall be conducted in accordance with auditing standards generally accepted in the United States of America as well as the standards listed above.

A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The Firm shall provide the Town with any required letters and schedules related to this audit. The audit shall also include a review of the financial report provided to the Department of Banking and Finance to ensure consistency with the [ACFR](#) (click to view sample).

An opinion letter on the financial statements taken as a whole, as well as any additional reports required by the Uniform Guidance, Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General shall be delivered to the Town no later than February 15th following the end of the fiscal year under audit. These reports shall be included in the ACFR by the Town.

It is the Town's intent that all fieldwork related to the audit shall be completed in order to issue the ACFR and related reports on or before each March 31 following the end of the fiscal year under audit. The Firm shall submit, along with the ACFR, any management weaknesses observed, and their effects on financial management, and then propose steps to correct or eliminate those weaknesses.

The Firm shall provide the Town with all required reports for the ACFR in a PDF, ADA compliant format so that the Town can reproduce as many hard original copies as necessary.

The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with Town Manager or designee, or the Town Council, as deemed necessary.

The Firm shall assist the Town in the physical compilation of the ACFR. The Town shall retain ultimate responsibility for the preparation of this document, however, the Firm shall provide the following assistance:

- a. Proof reading of entire document
- b. Verification of implementation of recommended improvements from the prior year submission to GFOA under the Certificate of Achievement program
- c. Review of application for the annual Certificate of Achievement for Excellence in Financial Reporting
- d. Provide overall review including layout, design, and suggested improvements

Timeliness is critical in the performance of the audit. The Firm should coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year to reduce the year-end workload on both the Firm and Town staff. The Town will make necessary records available to the Firm throughout the year to assist in this regard.

The Firm shall report, at least weekly, to the Town, the status of any potential audit adjustments so that the Town may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Town in a timely manner so that the audit issuance is not delayed beyond each March 31. The Firm shall also be responsible for performing procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by auditing standards generally accepted in the United States of America.

The Firm shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate Town officials.

The Town may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the financial statements or an extraction from the ACFR. The Firm shall be required to issue, upon request, "comfort letters", and other documents necessary to issue the bonds. Unless significant additional staff time is required of the Firm, fees for such requests made by the Town shall be included in the base fee submitted as per the Firms proposal.

The work papers shall be held locally for a period of five (5) years. Work papers shall be available for examination or duplication without charge to authorized Town personnel, representatives of Federal and/or State Agencies upon request of that Agency or the Town in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the Town as part of an audit quality review process.

The Firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The Firm agrees to notify the Town immediately if any regulatory or other government agency requests a review of the audit work papers concerning the Town or any other government client audited by the Firm.

The Firm agrees to notify the Town immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the Firm's staff or the Firm itself.

The Firm must designate one (1) "key" member of the audit team. The Town shall reserve the right to approve any substitutions or changes in the staff member designated as "key".

The Firm shall provide the Town with a copy of each external quality control review (peer review) conducted during the time period engaged by the Town. In the event that a Firm has been formed so recently that no peer reviews have been undertaken, the Firm should have stated so in its response to the RFP. If available, the Firm may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm's name.

The Firm shall provide the Town with a list of all schedules to be prepared by the Town. The Finance Department staff will be available during the audit to provide information, documentation, and explanation to the auditors.

The Firm shall present the completed ACFR to the Town Council during the month of July following the September 30 year-end.

The selected Firm shall be required to provide additional services, not specifically addressed above, to other Town departments, agencies, Boards, Trusts, etc. who may, from time to

time, require auditing services. Services may be contracted with those entities at time of need, and a separate Contract executed for provision of said services.

2.5 REPORTS TO BE ISSUED

Following the completion of the audit of the Town financial statements for the fiscal year ending September 30, the auditor shall issue:

1. An Independent Auditors' Report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. Pursuant to an audit conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. An Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards.
3. An Independent Auditors' Report on Compliance for the Major Federal Programs and Major State Projects and on Internal Control over Compliance required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.
4. Management letter in accordance with the Rules of the Auditor General of the State of Florida, Chapter 10.550.
5. An Independent Auditors' Report on Compliance with the Requirements of Section 218.415 Florida Statutes.

Irregularities and Illegal Acts The Firm shall be required to make an immediate, written report to the Finance Director and Town Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

Reporting to the Finance Director and the Town Manager. Auditors shall also disclose the following:

- a) The auditor's responsibility under auditing standards generally accepted in the United States of America, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Government Auditing Standards.
- b) Significant accounting policies.
- c) Management judgments and accounting estimates.
- d) Significant audit adjustments.
- e) Other information in documents containing audited financial statements.

- f) Disagreements with management.
- g) Management consultation with other accountants.
- h) Major issues discussed with management prior to retention.
- i) Difficulties encountered in performing the audit.

2.6 SPECIAL CONSIDERATIONS

1. The Town will submit its ACFR to the GFOA of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Firm will be required to provide any special assistance deemed necessary to the Town in order to meet the requirements of that program.
2. The Town currently anticipates that it may issue official statements in connection with the sale of debt securities. The Town may determine it to be in its best interest to issue new debt or refinance existing debt, in which case official statements may be required which will contain the general-purpose financial statements and the Firm's report thereon. The Firm shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any other "comfort letters".
3. The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related audit reports, as well as the reports on compliance and internal controls are to be issued as part of the ACFR.
4. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Firm under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
5. Drug- Free Workplace Programs: Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

END OF SECTION 2

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

3.1 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

All Respondents shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

All Proposals must be sealed and must be received by Thursday, July 23, 2026, at 11:00 AM via DemandStar E-bidding upload OR In- Person (not both). All Proposals must be received by the due date and time. Proposals received after the due date and time will not be considered.

Sealed proposals *delivered in person* need to include one (1) original and three (3) copies of the proposal, plus one (1) readable/reproducible flash drive shall be submitted no later than Thursday, July 23, 2026, at 11:00 AM, to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

“RFP No. 26-04 Municipal Auditing Services”

Town of Cutler Bay
Office of the Town Clerk
10720 Caribbean Blvd., Suite No.105
Cutler Bay, Florida 33189

Submission of proposal may also be done electronically via DemandStar.

All Proposals received will be publicly opened and announced during a virtual / in-person meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

3.2 PROPOSAL REQUIREMENTS

Respondents interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Proposal as non-responsive.

In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a Proposal with a twenty-(20)-page limit, for items A through M below, noninclusive of Appendices. No material other than that listed in this Section shall be included in the Response, that includes all of the following information/documentation, appropriately tabbed, in this exact order and (“Proposal”):

Tab A. Cover Page: Each Proposal submitted shall have a cover page with Respondent's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Respondents and the Town; date; and subject "Proposal for RFP No. 26-04 for Municipal Auditing Services."

Tab B. Table of Contents: A Table of Contents outlining in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Respondents, the Respondents commitment to the Town, an understanding of the Services to be performed and the aspects of the Proposal.

Tab D. Firm's Qualifications: Respondents must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Respondents shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Respondents must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Respondents is authorized to do business in this State.
3. Respondents must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Respondents must provide a list identifying all of its current government clients, including an indication as to whether it will be engaged as the governmental agency's auditor for the upcoming fiscal year. Respondents should also indicate the number of funds maintained by and the total revenues of the listed government clients for the most recent fiscal year audit.
5. Respondents must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Respondents shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Respondents.
7. Provide proof of the Respondent's experience in preparing governmental financial statements, especially for local governments in the State of Florida, and in providing assistance in obtaining the Certificate of Achievement for Excellence in Financial Reporting.

Tab E. Project Team/Personnel Qualifications: The Respondent must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. Provide an organizational chart showing reporting structure for all Key Staff, including engagement partners, managers, supervisors, specialists, staff, and any key subcontractors who would be assigned to provide the Services for the Town (the "Project Team"). If the Respondent has local offices in County, the Respondent should identify which members of the Project Team, if any, are based in the local office.
3. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.
4. Include one-page resume for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. Clearly indicate the Project Team's level of governmental expertise. Describe the range of activities performed by the Project Team, such as auditing, accounting, tax service, or management services.
6. Provide information regarding the Project Team's local office management and/or computer assistance capability, including the numbers and classifications of personnel skilled in online computer auditing.
7. Provide information on the government auditing experience of each member on the Project Team, including:
 - i. Years of local government experience;
 - ii. Relevant continuing professional education for the past three (3) years;
 - iii. Governmental Accounting Standards Board (GASB) pronouncements; and
 - iv. Any memberships in professional organizations relevant to the performance of the Services.

Tab F. Ability to Furnish Services: Describe the Respondent's strategy for providing the Services. In developing a strategy, reference shall be made to such sources of information as the Town's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Respondents will be required to provide the following information on their Service approach:

1. Proposed segmentation of the engagement.
2. Level of staff to be assigned to each proposed segment of the engagement.
3. Type and extent of analytical procedures to be used in the engagement.
4. Approach to be taken to gain and document an understanding of the Town's internal control structure.
5. Approach to be taken in determining laws and regulations that will be subject to audit test work.

6. Approach to be taken in drawing audit samples for purposes of tests of compliance.
7. Identification and description of any anticipated potential audit problems, approach to resolving these problems and any special assistance that will be requested from Town staff.
8. Sample delivery schedule(s) that identify final report delivery dates and any key milestones and timelines for the deliverables when providing the Services for the Town's annual financial audit and for single audits. Identify any assumptions used in developing the schedule.
9. A statement indicating ability to begin work with minimum notice.
10. Any proposed procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of Services.
11. Sample formats for required reports.
12. Information indicating how the Firm will ensure that quality of staff over the term of the agreement will be assured.

Tab G. Price Proposal: Submit a signed, firm, price proposal for the provision of the Services utilizing Form 12, Price Proposal. The Price Proposal must contain all pricing information for the performance of the Services as described in Section 2 of this RFP. Pricing shall be all-inclusive and contain all direct and indirect costs including all out-of-pocket expenses. The Respondent hourly billing rates for additional services shall also be provided.

Tab H. Special Consideration: Describe any special resources that Respondent or Respondent's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project.

Tab I. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Town. The successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Town as an additional insured and meeting the following requirements, which are also set forth in the form of PSA attached to this RFP:

Respondent shall secure and maintain throughout the duration of this RFP and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Respondent's insurance and shall not contribute to the Respondent's insurance. The insurance coverages shall include, at a minimum, the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Respondent's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than a thirty-day (30) advance written notice to Town prior to cancellation,

termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Respondent shall provide a waiver of subrogation for the benefit of the Town. The Respondent shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Respondent. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the Respondent shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than \$1,000,000 per occurrence, single limit.

The Town may require higher limits of insurance or additional coverage if deemed necessary.

Tab J. Bid Bond: Each Proposal must be accompanied by a Bid Bond or Cashier's Check, in an amount \$2,500, in the form provided in Form 13. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the Town and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the ninety (90) day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time Respondents refuse to honor their proposals for at least ninety (90) days after proposal opening. The bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Town. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Town may annul the notice of award and the entire sum of the bid security shall be forfeited to the Town. If the Town Manager has waived the requirement for bid security, the Town shall select this box: .


Tab K. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab L. References: Three (3) letters of reference from Florida governmental entities shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; the actual and estimated total cost of the project/work/studies, and a website link to the annual comprehensive financial report (ACFR) completed on behalf of the governmental entity. The Town may not be listed as a reference.

Tab M. Exceptions and Alternate Terms: If applicable, identify any exceptions or alternate terms to the provisions of the Form of Professional Services Agreement attached to this RFP as Exhibit "A."

3.3 EVALUATION CRITERIA

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated by the Town's Auditor Selection Committee ("Committee")¹ according to the following criteria and their respective weight, which evaluation criteria were established by the Town's Committee in accordance with Section 218.391(3), Florida Statutes: ***In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a Proposal with a twenty-(20)-page limit, for items A through M below, noninclusive of Appendices.***

Category	Criteria	Maximum Points
1	Respondent's Experience Experience and background in providing similar municipal services and past performance in the State of Florida, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	30 Points
2	Ability of Respondent's Personnel Professional credentials, qualifications, and accomplishments of the proposed team members to be used for Town Projects.	25 Points
3	Ability of Respondent's to Furnish the Services To include years of municipal experience, ability, capacity and skill of Respondent(s), enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses.	25 Points
4	Price Proposal The scoring of the Price Proposal will be based on the total Proposal Amount (based on one annual audit and one single audit per year). The Proposal with the lowest total Price Proposal will be given the full weight, and every other Proposal will be given points proportionally in relation to the lowest price.	20 Points 
		Total: 100 Points

¹ Committee members were appointed by the Town Council in accordance with Section 218.391, Florida Statutes, pursuant to Resolution No. 25-57 The Town's Finance Director shall serve in an advisory capacity to the Committee.

3.4 SELECTION PROCESS

- 3.4.1 **Committee Review.** The Committee will review the Proposals submitted to ensure the minimum requirements of the RFP have been met. Proposals not meeting the minimum requirements will not be evaluated. The Committee will then evaluate the responsive Proposals in accordance with the evaluation criteria first outlined above and will recommend to the Town Council in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three (3) Respondents submit to the request for proposal, the Town's Committee will recommend such Respondents as it deems to be the most highly qualified. The Town shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Town's decisions will be final.
- 3.4.2 **Oral Presentations (if requested by Committee).** The Committee may call the short-listed Respondents for oral presentations before the Committee regarding their Proposal, approach to the Services, and ability to furnish the required Services. All Prime Respondents and subfirms within their teams shall be present at the assigned time for a thirty (30)-minute presentation followed by up to a ten (10)-minute question-and-answer session. The Respondents are encouraged to be represented only by the Project Manager and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Respondents. If oral presentations are requested by the Committee, the oral presentation will be worth 25% in the final scoring and the original Proposal will be worth 75%. The Town will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in person. The Committee shall rank the Respondents and provide its written recommendations to the Town Manager.
- 3.4.3 **Recommendation to Town Council.** The Final Ranking will be presented to the Town Manager for further due diligence. The Final Ranking does not constitute an award recommendation until such time as the Committee has made a recommendation to the Town Council.
- 3.4.4 **Town Council Meeting to Select Respondent(s).** The Town Council may select the Respondent it determines to be the most highly qualified for award of a contract to perform the required Services. The Town Council shall have the final authority to select which Respondent to proceed with for contract award. The Town reserves the right to reject any or all proposals, reject a proposal, which is in any way incomplete, or irregular, re-bid the entire solicitation or enter into agreements with more than one Respondent.
- 3.4.5 **Negotiations and Execution of Agreement.** After selection of the Respondent by the Town Council, the Town Manager or designee(s) shall negotiate and execute a PSA in substantially the form attached hereto as Exhibit "A" with the selected Respondent(s) at compensation that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP.

During contract negotiations, the Town may, at its sole and absolute discretion, accept or negotiate proposed exceptions or alternate terms that differ from those provided in the Form of Professional Services Agreement, provided such proposed exceptions or alternate terms do not materially change any provision of the RFP. In no event shall the Town be required to accept any exception or alternate terms identified in the selected Respondent's Proposal. Failure of the selected Respondent to identify or propose exceptions or alternate terms to those provisions of the Form of Professional Services

Agreement shall be deemed an acceptance of such provisions in the form of agreement and requests to negotiate such provisions may render a Respondent non-responsive.

Any award and execution of an agreement shall be subject to approval by the Town Attorney as to form, content, and legal sufficiency. Should the Town Manager be unable to negotiate a satisfactory contract with the selected Firm at a price the Town Manager determines to be fair, competitive, and reasonable, negotiations with that Respondent may be terminated. The Town Manager or designee(s) shall then undertake negotiations with the next highest-ranked Respondent, and, if negotiations are terminated, shall continue to each next highest-ranked Respondent until a satisfactory contract may be negotiated.

- 3.4.6 The Town reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Respondent.

END OF SECTION 3

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SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal (Tabs identified under Section 3.2 of this RFP):

FORMS

Form 1: Proposal Checklist

Form 2: Firm Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**
- **Drug – Free Workplace Certification**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond

EXHIBITS

Exhibit "A": Form of Continuing Professional Services Agreement

FORM 1
PROPOSAL CHECKLIST

- _____ **Main Proposal. Tabs identified under Section 3.2 of the RFP**

- _____ **Form 1: Proposal Checklist**

- _____ **Form 2: Firm Qualifications Questionnaire**

- _____ **Form 3: Certificate of Authority (Complete one of the two forms as applicable)**
 - _____ **Form 3A: Certificate of Authority (for Corporations or Partnerships)**
 - _____ **Form 3B: Certificate of Authority (for Individuals)**

- _____ **Form 4: Acknowledgment of Addenda**

- _____ **Form 5: Single Execution Affidavit**

- _____ **Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))**

- _____ **Form 7: Dispute Disclosure**

- _____ **Form 8: Key Staff and Proposed Subcontractors**

- _____ **Form 9: Reference Letters**

- _____ **Form 10: E-Verify Affidavit**

- _____ **Form 11: IRS Form W-9**

- _____ **Form 12: Price Proposal**

- _____ **Form 13: Bid Security/Bid Bond (unless waived)**

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

FORM 2
FIRM QUALIFICATIONS QUESTIONNAIRE

Please complete this Firm Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent Firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number **Facsimile Number**

Email Address

Federal I.D. No. or Social Security Number **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category **License No.** **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
 Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____
_____, (the "Entity") held on _____, 2026, the following
resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 2026, on
behalf of the Entity and submit this Proposal to the Town of Cutler
Bay, and this Entity and the execution of this Certificate of Authority,
attested to by the Secretary of the Corporation, and with the Entity's
Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the Entity this _____ day of _____, 2026.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

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

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and
all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and
submit this Proposal to the Town of Cutler Bay, and the execution of this Certificate of
Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or
online notarization, this ____ day of _____, 2026, by _____
_____(name of person) as _____ (type of authority) for
_____(name of party on behalf of whom instrument is executed).

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 2

_____ Addendum 3

_____ Addendum 4

_____ Addendum 5

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by

indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Firm list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section

287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Cutler Bay (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Firm, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Firm or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Firm warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Firm warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.

4. Firm warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Firm list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Firm under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Firm list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Firm hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Firm further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the Town of Cutler Bay, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Firm is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the Town of Cutler Bay, Florida. Firm understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

[SPACE LEFT INTENTIONALLY BLANK]

Drug-Free Workplace Certification

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that it does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

____ Personally known to me; or

____ Produced identification (Type of Identification: _____)

____ Did take an oath; or

____ Did not take an oath

FORM 6
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID
CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Firm or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the Town of Cutler Bay.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**FORM 9
REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A
MINIMUM OF THREE (3) REFERENCE LETTERS, ONE OF WHICH SHOULD BE
MUNICIPAL OR GOVERNMENT REFERENCES.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

Link to Most Recent Annual Comprehensive Financial Report: _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ No _____
Link to Most Recent Annual Comprehensive Financial Report: _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ No _____
Link to Most Recent Annual Comprehensive Financial Report: _____

FORM 10
E-VERIFY AFFIDAVIT

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

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

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, this ____ day of _____, 2026, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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**FORM 12
PRICE PROPOSAL**

Fiscal Year ended Sept. 30	Financial Statement Audit and ACFR Issuance	Single Audit Services (if applicable)	Florida State Loan Audit (if applicable)	The Children's Trust Program Audit (if applicable)
2026	\$	\$	\$	\$
2027	\$	\$	\$	\$
2029	\$	\$	\$	\$
2030 (Option Year 1)	\$	\$	\$	\$
2031 (Option Year 2)	\$	\$	\$	\$
2032 (Option Year 3)	\$	\$	\$	\$

Please provide hourly fees for additional services on a separate sheet.

The undersigned hereby agrees to furnish the above services at the prices and terms stated subject to all instructions, conditions, specifications, addenda, and conditions contained in the RFP. The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the Town. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

FORM 13
BID SECURITY/BID BOND
[IF BID SECURITY/BID BOND REQUIREMENT IS WAIVED BY TOWN MANAGER,
DELETE THE TEXT BELOW AND REPLACE WITH “INTENTIONALLY OMITTED. BID
SECURITY/BID BOND WAIVED BY TOWN MANAGER.”]

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and Respondent, and _____

Hereinafter called Surety, are held and firmly bound unto the Town of Cutler Bay, a municipality within the State of Florida, and represented by its Town Manager, in the sum of \$2,500 lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

[SPACE LEFT INTENTIONALLY BLANK]

**MUNICIPAL AUDITING SERVICES
REQUEST FOR PROPOSALS NO.26-04**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of \$2,500 be submitted with said bid as a guarantee that the Respondent would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as Surety herein, has caused these presents to be signed in its name by its _____ and attested in its name by its _____ under its corporate seal, this _____ day of _____, 2026.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Witness #2 Print Name: _____

Resident Agent

EXHIBIT "A"
FORM OF PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CUTLER BAY
AND
NAME OF ENTITY**

THIS AGREEMENT ("Agreement") is made effective as of the _____ day of _____, 2026 ("Effective Date"), by and between the **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation, ("Town"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] ("Firm").

WHEREAS, on [INSERT DATE], the Town issued Request for Proposals No. 26-04 ("RFP") for **MUNICIPAL AUDITING SERVICES**, which RFP is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, the services needed by the Town are specifically identified in Section 2 of the RFP ("Services"); and

WHEREAS, in response to the RFP, on [INSERT DATE], the Firm submitted a Proposal dated [INSERT DATE OF RESPONDENT PROPOSAL] for the Services, which Proposal is incorporated herein by reference and attached hereto as Exhibit "B" ("Proposal"); and

WHEREAS, on [INSERT DATE], an Auditor Selection Committee appointed by the Town Council in accordance with Section 218.319, Florida Statutes, short listed Respondents and ranked the Firm as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the Town Council adopted Resolution No. 26-04 selecting the Firm to provide the Services and approving an agreement with the Firm; and

WHEREAS, the Firm will perform the Services for the Town, as further described in Firm's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Firm and the Town, through mutual negotiation, have agreed upon compensation for the Services as set forth in the Price Proposal attached hereto as Exhibit "C" ("Price Proposal"); and

WHEREAS, the Town desires to engage the Firm to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Firm and the Town agree as follows:

1. Scope of Services.

- 1.1. The Firm shall provide the Services for the Town's annual financial audit required pursuant to Section 218.39, Florida Statutes, and on an as-needed basis for other Town auditing projects as set forth in further detail in Exhibit "A" and in accordance with the Proposal attached hereto as Exhibit "B" and incorporated herein by reference (the "Services").
- 1.2. The Firm shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.
- 1.3. The Firm shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall automatically renew for up to three (3) additional one (1)-year periods on the same terms as set forth herein unless the Town Manager provides the Firm with written notification, at least thirty (30) days prior to the expiration of the then current term, that the Town elects not to renew this Agreement.
- 2.2. The Firm agrees that time is of the essence and Firm shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by the Firm shall be in accordance with the Price Proposal attached hereto as Exhibit "C" (the "Price Proposal"). Compensation for additional services provided on an as-needed basis shall be in accordance with the corresponding rates provided in the Price Proposal attached hereto as Exhibit "C." Additional expenses that are not included in the Price Proposal must be pre-approved, in writing by the Town and will be considered as line item reimbursements, without markup.
- 3.2. The Firm shall deliver an invoice to the Town no more often than once per month detailing Services completed and the amount due to Firm under this Agreement. Fees shall be paid in arrears each month, pursuant to the Firm's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Firm in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. SubFirms.

- 4.1. The Firm shall be responsible for all payments to any subFirms and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2. Firm may only utilize the services of a particular subFirm with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- 5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Firm to assist Firm in performing the Services.
- 5.2. Upon Firm's request, Town shall reasonably cooperate in arranging access to public information that may be required for Firm to perform the Services.
- 5.3. The Finance Department staff, and responsible management personnel will be available during the audit to assist the Firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Town. The Finance Department staff will provide all data as requested, but the audit Firm is responsible for formatting the data to accommodate their required schedules and work papers. The Town will provide the Firm with reasonable workspace, desks and chairs. The Firm will also be provided access to telephone lines, photocopying facilities, facsimile machines, and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices

6. Firm's Responsibilities; Representations and Warranties.

- 6.1. The Firm shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Firm under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Firm's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Firm shall at Firm's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Firm hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. The Firm further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 6.3. The Firm represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by the Firm have been duly authorized, and this Agreement is binding on the Firm and enforceable against the Firm in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6.4. The Firm shall prepare all individual, combining and entity wide Financial Statements, and issue the Independent Auditor's Report. The Town will provide the transmittal letter, management's discussion and analysis, statistical tables and review the update to the notes to the financial statements. Preparation and color printing (up to twenty (20) copies) of the ACFR shall be the responsibility of the Firm. The Firm shall provide an ADA compliant format copy, and printed and bonded colored copies, laminated front and back cover and PDF formatted electronic copy of the ACFR. The Town reserves the option to print financial Statements. The Town will provide the trial balances for each individual fund and component unit. The Firm shall provide support to the Town and other post-employment benefit entries and for the application of any new GASB statements applicable for the fiscal year under the audit.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, the Firm shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Firm, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, the Firm shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Firm shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Firm has first complied with the provisions of Paragraph 8.4.

8.4. The Firm shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. The Firm shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Firm's insurance and shall not contribute to the Firm's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and

Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Firm. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Firm shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than \$1,000,000 per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than thirty (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Firm shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Firm in performance of this Agreement. The Firm's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Firm's insurance. The Firm's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Firm shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, the Firm shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorney's Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. The Firm shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Firm's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Firm and third parties made pursuant to this Agreement. Firm shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Firm's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Firm shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Firm shall, at its own expense, hold harmless and defend the Town against any claim, suit or proceeding brought against the Town which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Firm shall pay all damages and costs awarded against the Town in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal

service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

17.1. The Firm acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by the Firm during the term of this Agreement (“Work Product”) belong to the Town. The Firm shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

17.2. The Firm agrees to keep and maintain public records in the Firm’s possession or control in connection with the Firm’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Firm involving transactions related to this Agreement. The Firm additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Firm shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

17.3. Upon request from the Town’s custodian of public records, the Firm shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

- 17.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Firm shall be delivered by the Firm to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by the Firm shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Firm shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6. Any compensation due to the Firm shall be withheld until all records are received as provided herein.
- 17.7. The Firm's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 17.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: TOWN CLERK, MAURICIO MELINU, CMC, 10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL 33189, (305) 234-4262, mmelinu@cutlerbay-fl.gov.
18. **Nonassignability.** This Agreement shall not be assignable by the Firm unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Firm, and such firm's familiarity with the Town's area, circumstances and desires.
19. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
20. **Independent Contractor.** The Firm and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. **Compliance with Laws.** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
22. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 23. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 24. Prohibition of Contingency Fees.** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Firm, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 25. Public Entity Crimes Affidavit.** The Firm shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 26. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 27. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 27.1. First Priority: Base Agreement;
 - 27.2. Second Priority: Exhibit “C” – Price Proposal;
 - 27.3. Third Priority: Exhibit “A” - RFP No.26-04;
 - 27.4. Fourth Priority: Exhibit “B” – Firm’s Proposal;
- 28. Non-Exclusive Agreement.** The Town reserves the right to procure or acquire similar Services from another Firm while this Agreement is in full force and effect.

[Space Left Intentionally Blank. Signature Pages Follow.]

EXHIBIT “A” – COPY OF RFP

[INSERT COPY OF RFP]

EXHIBIT “B” – FIRM’S PROPOSAL

[INSERT COPY OF FIRM’S PROPOSAL]

EXHIBIT “C” – PRICE PROPOSAL

[INSERT PRICE PROPOSAL]

[END OF DOCUMENT]