



RFP Title: **INSPECTION SERVICES**
Type of Purchase: Term Contract
Contact Person: Alfredo J. Duran, Deputy Director
Contact Fax Number: 305-400-5064
E-mail Address: aduran@miamigov.com
Issue Date: January 31st, 2011

Deadline for Request of Additional Information/ Clarification: February 15, 2011

Proposal Submission Deadline

Date: February 28th, 2011
Time: 3:00 PM
Location/ Mail Office of the City Clerk
Address: City Hall, 1st Floor
3500 Pan American Drive
Miami, Florida 33133-5504
Directions: FROM THE NORTH: I-95 south until it turns into US1. US1 south to SW 27th Ave., turn left, proceed south to SO. Bayshore Dr, turn left, 1 block turn right on Pan American Dr. City Hall is at the end of Pan American Dr. Parking is on right.
FROM THE SOUTH: US1 north to SW 27th Ave., turn right, proceed south to SO. Bayshore Dr., turn left, 1 block turn right on Pan American Dr. City Hall is at the end of Pan American Dr. Parking is on right.

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Written responses must be received by the City of Miami; City Clerk’s Office, no later than the date, time and at the location indicated above for receipt. Submittal of Response by fax is not acceptable. One original and two (2) copies of your response and sets of response forms must be returned to the City or your response may be disqualified.



City of Miami

Public Notice

Written responses must be received by the City of Miami; City Clerk's Office located at City Hall, first floor, 3500 Pan American Drive, Miami, Fl. 33133 until **Monday, February 28th, 2011 at 3:00 PM** for the following:

INSPECTION SERVICES

RFP documents may be obtained via the internet using the City's website at <http://miamigov.com/communitydevelopment/>. If you do not have internet access, you may obtain the documents upon request, during regular business hours, at the City of Miami Department of Community Development, 444 SW 2 Avenue, 2nd floor, Miami, Florida, 33130.

Any Proposals received after the above stated date and time or delivered to a different address/ department/ division will not be considered and will be returned to the bidder unopened.

The City of Miami reserves the right to waive any informalities or minor irregularities; reject any and all Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal(s) which best serves the City.

SECTION I

1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”) process. The City of Miami (“City”), through its Department of Community Development invites responses (“Proposals” or “Responses”) which offer to provide the services described in greater detail in Section 2.0: “*Scope of Services*”.

1.2. Eligible Applicants

Proposals will be accepted from Community Based Not-for-Profit organizations, including private Not-for-Profit Community Development Corporations (CDCs) ;

Non-profit organizations that:

- Are organized under State law;
- Have no part of its net earnings inuring to the benefit of any member, founder, contributor or individual;
- Have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or had designated an entity that will maintain such an accounting system;
- Are eligible to participate in HUD and City-funded programs (not on disbarred lists).

All applicants must provide a current budget showing the applicant’s capacity to execute the proposed project. All applicants must be in good standing with the Florida Secretary of State and must also have, and maintain, current 501(c)(3) status.

1.3. Term of Contract

The proposer(s) qualified to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a contract (“Contract”) with the City, which shall include, but not be limited to, the following terms:

- A. The term of the Contract(s) shall be for less than six (6) months (remaining of fiscal year), ending on March 31, 2010 with an option to renew for two additional one (1) year periods.
- B. The City shall have the option to extend or terminate the Contract.

1.4. Method of Award

The City reserves the right to award this contract to multiple vendors, if it is deemed to be in the best interest of the City. The City, however, before selecting the vendor from whom to select, will utilize the best proposer dependent upon availability at the time, as required during the contract period. Neither the award nor execution of a contract as a result of this RFP guarantees that the City of Miami will assign any inspections to the Proposer(s) nor the actual number of inspections, if any. Each inspection category may be evaluated and awarded independently.

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

Any request for additional information or clarification must be received in writing no later than **5:00 PM Tuesday, February 15th, 2011**. Proposers may fax, mail or email their requests to the attention of Alfredo J. Duran, Deputy Director at the City’s Department of Community Development, 444 SW 2

Avenue, 2 Floor, Miami, FL 33130. The facsimile number is (305)400-5317 or email aduran@miamigov.com.

1.6. Additional Information or Clarification

All requests must be in accordance with the deadline for receipt of questions specified in the RFP (see Section 1.5). The request must contain the RFP title, Proposer's (Agency) name, name of Proposer's contact person, address, phone number, facsimile number, and email address.

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

1.7. Award of Contract

A Contract (the "Contract" or "Agreement") may be awarded to the pre-qualified Proposer(s) by the City Commission based upon the minimum qualification requirements reflected herein. The City reserves the right to execute or not execute, as applicable, a contract with the pre-qualified Proposer(s) that is determined to be in the City's best interests. Such contracts will be furnished by the City, will contain certain terms as are in the City's best interests, will be subject to approval as to legal form by the City Attorney, and may be executed on a project by project basis.

1.8. Contract Execution and Requirements

Contract(s) will be negotiated and executed between Successful Proposer(s) and the City. The initial recommendations for funding should not be interpreted as a finding that the program complies with all requirements and conditions for a contract. A funding recommendation or offer to contract may be withdrawn upon the City's determination that reasonable attempts to negotiate an agreement have failed. *Prior to accepting the award, the applicant must meet applicable administrative and regulatory rules to meet State and local codes or other conditions as determined by the City Attorney. It is the applicant's responsibility to be familiar with these requirements prior to accepting the award and commencing contract negotiations.*

1.9. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entry in all blanks provided for the responses.

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

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

1.10. Changes/ Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City’s Department of Community Development. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

1.12. Disqualification

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

1.13. Responses/ Proposal Receipt

Responses will be accepted in accordance with the instructions detailed on the cover or this RFP. After that date and time, Responses will **not** be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP. Responses that are not received by the **CITY CLERK’S OFFICE** by the deadline established in the RFP shall **not** be accepted or considered by the City.

1.14. Capital Expenditures

The Successful Proposer(s) understands that any capital expenditures that the Successful Proposer(s) makes, in order to perform the services required by the City in this RFP, is a business risk which the Successful Proposer(s) may include in its proposed price. The City, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer in anticipation of a Contract award nor to maintain the approved status of the Successful Proposer(s) if a Contract is awarded.

1.15. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

1.16. Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy standards. HIPAA mandates for privacy, security, and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to the City of Miami of any non-permitted use or disclosure;

4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the City of Miami for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the forma and method of transmission (paper records, and/r electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

SECTION II

2.0.SCOPE OF SERVICES

2.1. Background

The City of Miami Department of Community Development is requesting proposals from qualified and experienced firms for general inspections services including, but not limited to, Housing Quality Standard Inspections in accordance with the requirements of 24 CFR 982.401, Housing Quality Standards (HQS) Handbook 7420.3 and any other type of inspections in accordance, when applicable, to the governing South Florida Building Code (SFBC) and other federal, state, and local laws, rules, regulations, directives, codes and ordinances.

2.2. Scope of Work

In an effort to maintain good service and be responsive to its citizens, the City of Miami, Department of Community Development, desires to secure the services of a qualified firm(s) to perform, when requested, inspection services for the various programs it administers.

2.2.1 Required Inspection Services: Inspections services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes, and ordinances. Depending upon the type of inspection to be performed, specific certification/ qualifications shall apply. The Successful Proposer(s) shall provide a minimum of one (1) person with applicable certifications/ qualifications required pursuant to City's and all other federal, state and local laws.

2.2.2 Type of Inspections: Inspection Services for various programs administered by the Department of Community Development including, but not limited to: Housing Quality Standards (HQS) inspections and other types of inspections in accordance to the governing SFBC and other federal, state, and local laws, rules, regulations, directives, codes and ordinances, as applicable.

2.2.3 Inspection Requirements: The City of Miami reserves the right to modify, at any time, any and all of the inspection service requirements to ensure proper management of its inspection unit.

2.3. Qualifications of Inspection Personnel

CERTIFICATION/ QUALIFICATION REQUIREMENTS

- Housing Quality Standards (HQS) Inspector Certification Certifications may be obtained from a recognized HCV Housing Quality Standards training program provided by Nan McKay Associates, Inc. or equivalent three day training and certification program.

2.4. Other Credentials / Abilities of Inspection Personnel

- Demonstrated ability to communicate effectively both verbally and in writing as well as highly developed interpersonal skills. Must be able to deal tactfully and effectively with fellow employees, other agencies, utilities, contractors, property owners and the general public.
- Demonstrated ability to prepare satisfactory records and reports.

2.5. Responsibilities

- A. The following are some of the main responsibilities for Proposer(s) applying for Housing Quality Standard (HQS) Inspection services and for other type of site inspection services. The City reserves the right to modify these responsibilities, at any time, if it is deemed to be in the best interest of the City.

- Assume inspection scheduling responsibility as required by the City of Miami.
- Coordination and proper delivery of notices with the landlord and/or tenants (via regular mail, certified mail and/or hand delivered) if applicable.
- Inspect units for compliance.
- Take digital photos of the inspected property(ies).
- Prepare and submit all required inspection forms as requested by the City of Miami Department of Community Development's Inspection unit. List failures with comments when applicable.
- If applicable, prepare and submit the inspections failures/ deficiencies in the form of a letter to the landlord, resident, and housing specialist.
- Properly identify and schedule re-inspection date and time, if & when, property has failed or for any other reason inspection was not able to take place at the original inspection date & time.
- Perform rent reasonableness, if requested.
- Maintain records of inspections and log daily inspections and results in a computer system.
- Perform other duties that are related to or incidental to Inspectors' primary duties and that the City may from time to time assign. The duties and responsibilities may change from time to time.
- Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or as may be altered with mutual agreement.
- Report to the City of Miami Department of Community Development's Inspection unit.

B. The following are some of the main responsibilities for Proposer(s) applying for Single Family Programs related Inspection Services. The City reserves the right to modify these responsibilities, at any time, if it is deemed to be in the best interest of the City.

- Assume inspection scheduling responsibility as required by the City of Miami.
- Coordination and proper delivery of notices with the landlord and/or tenants (via regular mail, certified mail and/or hand delivered) if applicable.
- Fully inspect housing units to ensure it meets SFBC and other federal, state, and local laws, rules, regulations, directives, codes and ordinances, as applicable.
- **Draft work write-up** and submit it to City for review and approval.
- Take digital photos of the inspected property(ies)
- Perform follow up inspections to monitor work being done in property
- Prepare and submit all required inspection forms as requested by the City of Miami Department of Community Development's Inspection unit.
- Properly identify and schedule re-inspection date and time, if applicable.
- Maintain records of inspections and log daily inspections and results in a computer system.
- Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or as may be altered with mutual agreement.
- Report to the City of Miami Department of Community Development's Inspection unit.

3.0.RFP GENERAL CONDITIONS

3.1. Acceptance/ Rejection

The City reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the Response of any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFP. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/ or re-advertise the RFP.

The City of Miami will not fund any organization or agency with Outstanding Disallowed Costs, Defaulted Loans, Debarment Actions or any other legal encumbrance, regardless of the merits of the submitted proposal.

3.2. Withdrawal

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representation that any contract will be awarded to any applicant responding to this RFP.

3.3. Contract Award and City's Rights

The City reserves the right, as it determines to be in its best interest, to accept or reject any or all Responses to this RFP, waive informalities, technicalities, minor irregularities, and request re-bids on the services specified in the RFP. Also, the determination or the criteria and process whereby applications are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the City.

3.4. Cost Incurred By Proposers

All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer(s) and not included as part of the proposal's budget.

3.5. Legal Requirements

This RFP is subject to all applicable federal, state, county, city and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

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

Ordinance No.10062, as amended, entitled the Minority and Women Business Affairs and procurement Ordinance of the City of Miami, Florida sets forth "...a goal of awarding at least 51 percent of the City's total annual dollar volume of all expenditures for all goods and services, to Black, Hispanic and Women minority business enterprises on an equal basis." A minority business enterprise is defined as a business firm "...in which at least 51 percent of said enterprise is owned by Blacks, Hispanics, or Women and whose management and daily business operations are controlled by one or more Blacks, Hispanics or Women." To achieve the goal established by Ordinance 10062, vendors doing business with the City are encouraged to include minority firms as participants in their Responses.

3.7. Local Preference

Local Preference regarding this RFP will be considered during the evaluation process for the provision of a specific service(s). Local preference is as provided by the applicable provisions of the Procurement Ordinance.

3.8. Non-Appropriation of Funds

In the event no funds of insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the Contract, then the City, upon written notice to the Successful Proposer(s), shall have the unqualified right to terminate the Contract without any penalty or expense to the

City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

3.9. Occupational License Requirement

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

3.10. Payment

Payments to the Successful Proposer(s) shall be made in arrears, and based on work performed to the satisfaction of the City, unless otherwise mutually agreed under special circumstances.

3.11. One Proposal

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

3.12. Minimum Qualification Requirements

Each firm interested in responding to this RFP must provide the information on the firm's qualifications and experience. See Section 5.0 "Instructions for Submitting a Response: (Submission Requirements)". **Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.**

3.13. Proposer Registration

It is the policy of the city that all prospective Proposers register as a Bidder indicating the commodities/ services which the Proposer can regularly supply to the City for inclusion on the City's Proposer/ bidder's list. Should a prospective Proposer not be currently listed on the City's Proposer/ bidder's list, you may register via the internet at: <http://egov.ci.miami.fl.us/bids/bids.asp>. For any questions, contact the Vendor Registration Section at (305) 416-1913.

3.14. Centralized Accounting System

The City of Miami may require any or all organizations or agencies receiving grants funded through this RFP to use a Centralized Accounting System selected by the City of Miami, should it be determined that this would be in the best interest of the City.

3.15. Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.16. Section 3

Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U), relates to the hiring and training of low- and moderate-income persons and the use of local businesses. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by U.S. HUD assistance or U.S. HUD-assisted project covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of U.S. HUD assistance for housing.

3.17. Employees are Responsibility of Successful Proposer(s)

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

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

All personnel of the Successful Proposer(s) must be covered by Workers Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the City

3.18. Use of Name

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

3.19. Collusion

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

3.20. Ownership of Documents

Proposer understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Successful Proposer(s) or which is otherwise obtained or prepared by Successful Proposer(s) pursuant to or under the terms of the RFP is and shall at all times remain the property of the City. Successful Proposer(s) agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

The City of Miami reserves the right to retain all submitted proposals and the proposals shall become the property of the City of Miami. Any department or agency of the City shall have the right to use any or all ideas presented in proposals submitted in response to this RFP without any change or limitation. Selection or rejection of proposal does not affect these rights.

3.21. Unauthorized Work

Neither the qualified Proposer(s) nor any of his/ her employees shall perform any work unless duly authorized by the Contract Administrator or his designated representative. The qualified Proposer(s) shall not be paid for any work performed outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

4.0 SPECIAL CONDITIONS OF PROPOSED CONTRACT(S)

4.1. General

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

4.2.1. Amendments to the Contract(s)

The City Manager shall have sole authority to amend the Contract on behalf of the City.

4.2.2. Assignment of Contract

The Successful Proposer(s) shall not assign any portions thereof, or any part of his/her operations, without written permission granted by the City through the City Manager, in the city's sole discretion.

4.2.3. Compliance with Orders and Laws and Cancellation

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

4.2.4. Conflict of Interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City, that individual is subject to the conflict of interest provisions of the City Code, Section 2-611.

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

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

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

4.2. Contract Administrator

The Contract Administrator for the Contract shall be:

Name: George Mensah, Director of Department of Community Development,
or His Designee
Department's Department of Community Development
Address: 444 S.W. 2nd Avenue, 2nd Floor
Miami, Florida 33130

4.3. Indemnification

The Successful Proposer(s) shall agree to indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or losses of any property arising out of, resulting, from, or in connection with (i) the performance or non-performance of the

services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer(s) to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer(s) to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer(s), or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer(s)'s liability to such employee or former employee would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnifications will be interpreted to comply with 725.06, Florida Statutes. These Indemnification Provisions shall be interpreted and construed to comply with 725.06 and/or 725.08, Florida Statutes, as applicable.

4.4. Insurance

Within ten (10) days after notification of award, the Successful Proposer(s) shall furnish Evidence of Insurance to the Purchasing Department and to the Risk Management Department. Both departments are located at City of Miami, 444 SW 2 Avenue, Miami, FL 33130.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer(s) shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the successful Proposer(s) fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer(s) has been made aware of Commission award, the Proposer may be in default of the contractual terms and conditions. Under such circumstances, the Successful Proposer(s) may be prohibited from submitting future Responses to the City. Information regarding any insurance requirements shall be directed to the Risk Management Administrator, Risk Management Department, at (305) 416-1700. Additionally, Successful Proposer(s) may be liable to the City for the cost of re-procuring the services, caused by Successful Proposer(s) failure to submit the required documents.

4.5. Hold Harmless

The Successful Proposer(s) shall hold harmless and indemnify the City for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer(s).

4.6. Audit Rights and Records Retention

The Successful Proposer(s) agrees to provide access to the city, or to any of its duly authorized representatives, any books, documents, papers, and records of the Successful Proposer(s) which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer(s) shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for four (4) years after the City makes final payment under the contract and all other pending matters are closed. Successful Proposer(s)'s failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Contract by the City.

4.7. Proposer Warranty

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

4.8. Ownership of Documents

The Successful Proposer(s) is permitted to make and maintain duplicate copies of the files, records, documents, etc. if the Successful Proposer(s) is desirous of such records subsequent to contract termination. However, in no way shall the confidentiality as permitted by applicable law be breached.

5.0 INSTRUCTIONS FOR SUBMITTING A RESPONSE

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

5.1. Submission Requirements

Each submittal must contain the following documents, each fully completed, and **signed in blue ink** as required. Submittals which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive submittals will receive no further consideration. One (1) original and two (2) copies of your response and sets of response forms must be returned to the City or your response may be disqualified.

A. Contents of Qualification Statement

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified. When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all Responses that do not follow the prescribed format are subject to immediate disqualification. The double asterisk (**) indicates that the specific forms are enclosed.

Proposal Format:

Proposal shall be in the following order:

1. Proposal Cover Sheet **
2. Inspection Services Proposal Form **
3. Check-Off List for Submitting Documents **
4. Table of Contents
5. Local Office Location Affidavit **
6. Licenses, Certificates for Inspectors:
 - a. Proof of HUD-Approved HQS Inspection Certification
7. Proposal Narrative, as described in Section 6.0 – *RFP Response-Program Narrative & Forms*
8. Project Budget Forms **
9. Current IRS 501(c)(3) letter if a nonprofit organization, including IRS Employer Identification Number (EIN)
10. A Certificate Status signed from the Florida secretary of State indicating the corporation is currently in good standing and that it has filed and paid for its 2005 Annual Report
11. A Copy of the organization's Charter (if applicable), Articles of Incorporation, Amendments to its Articles of Incorporation, if any, and By-Laws
12. Names, addresses and professional affiliation of members of the Boards of Directors
13. Organizational Chart
14. Job Descriptions and resumes of staff who will be funded either in whole or in part from this award.
15. Copy of Income Tax Returns (IRS Form 990 including Schedule A) for the last completed fiscal year if a non-profit organization. Please note that IRS regulations require Form 990 to be submitted by the 15th day of the 5th month after the completion of the fiscal year of the organization (i.e. May 15th for an organization with a fiscal year ending December 31st). If the agency has filed an extension request to the IRS (Form 8868), the applicant must submit the prior year's IRS Form 990 and a copy of the Extension Request (Form 8868). **(Only one copy need be submitted as part of the proposal marked "Original")**
16. Personnel Policies and Procedures Manual **(Only one copy need be submitted as part of the proposal marked "Original")**
17. Certification of All Funds Received **
18. Declaration of Financial Interests **
19. Certification Regarding Lobbying **
20. Certification Regarding Debarment/ Suspension **
21. Sworn Statement on Public Entity Crime **
22. Certification of Drug-Free Work Environment **

- 23. Certification Compliance with the American with Disabilities Act (ADA) **
- 24. Authorized Representative Statement **
- 25. Certification of Sound Fiscal Management **

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

B. General Threshold Requirements

All proposals must meet the following minimum threshold requirements:

- *All applicants must provide evidence of good standing with the Florida Secretary of State.*
- *All applicants must provide evidence of current 501 (c)(3) tax exempt status from the Internal Revenue Service.*
- *Applicant is current in all financial obligations with the City of Miami. The City of Miami will not fund an organization or agency with outstanding disallowed costs, defaulted loans, debarment actions or any other legal encumbrance, regardless of the merits of the submitted proposal.*
- *Applicant organization qualifications are in accordance with 24 CFR 982.401, Housing Quality Standards (HQS) Handbook 7420.3*
- *Applicant organization must demonstrate past record for conducting and processing Housing Quality Inspections*
- *Applicant organization must certify that it operates a drug-free environment.*
- *Applicant organization must certify it complies with the Americans with Disabilities Act (ADA).*

Currently City of Miami-funded agencies must meet the following additional minimum threshold requirements:

- *Agency must be in compliance with all terms of their most recent City of Miami contract requirements.*
- *Agency must not have any unresolved HUD or City monitoring findings or audit findings regarding any of the agency's City of Miami--funded projects or other federal funding for the proposed project.*

If the applicant fails to demonstrate that these requirements have been met, the proposal will not be reviewed further.

5.2. Response Format

One (1) original and two (2) copies, of your complete response to this RFP must be delivered to:

Mr. Priscilla A. Thompson, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive, First Floor
Miami, Florida 33133

Please note: Two (2) forms of valid identification (one of which must be a photo ID) are required to access the City Clerk's Office.

Responses must be clearly marked on the outside of the package referencing **INSPECTION SERVICES**

Responses received after the date and time stated in the RFP will not be accepted and shall be returned unopened to Proposer.

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

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Responses are to remain valid for at least 1 year. Upon award of a Contract, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Contract, at the City's discretion.

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

All proposals submitted must:

- Be on 8½" by 11" paper
- Be neatly typed on one side only with standard one inch (1") margins
- Be at least a 12-point font size
- Have pages sequentially numbered

Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP.

The proposal must be submitted:

1. In the legal name of the corporation or agency;
2. The corporate seal (if the corporation has a seal) must be stamped or affixed on the original proposal.
3. An authorized representative of the applicant organization or agency who has legal authority to bind the organization in contract with the City must sign the Proposal.

6.0 RFP RESPONSE - PROGRAM NARRATIVE & FORMS

All proposals should include all supporting documentation. Proposal narrative requirements and any additional supporting document requirements are as follows:

6.1 Proposal Narrative

Narratives should be responsive to the description of services above and factors upon which the proposals will be scored. The Narrative should contain the following information:

- **Statement of Capacity**

Organizational Experience

1. Describe your agency's mission.
2. Explain why your agency is interested in providing Inspection services and how the agency's long-term goals and organizational mission would be further met by providing such services.
3. Describe similar projects your agency has undertaken and the extent to which your agency achieved results. Include two references for each project (name & phone number only).

Organizational Structure

4. Describe your agency's organizational structure, line of authority, resources and support from the agency to the proposed project to ensure success.
5. Please provide resumes of your agency's principals and other key management personnel. Provide a profile of those individuals to be assigned or hired who will have the most responsibility for the project. Describe their experience, capacity, and cultural and linguistic competency to work with the target population and attach their resumes, if available. Also, provide brief position descriptions for other key program staff. Finally, list any positions to be created to accommodate the program versus those that are currently in existence.
6. Provide a list of currently administered programs and an organizational chart (the organizational chart should show total number and types of agency personnel positions). Qualifications for each program position should be included in the narrative.
7. Describe your agency's financial status and fiscal management. Please provide independent evidence of strong fiscal management and controls (i.e. organization's most recent financial audit, other funders' performance reviews, evaluations and audits).
8. Please provide a budget for the entire agency, including all sources of income.
9. Describe your agency's ability to meet program expenses in advance of reimbursement.
10. Describe your agency's technological capacity in tracking inspection data and producing reports on inspection activities.

Description of Service Approach

Please describe in detail:

1. Responsive to the description of services set forth under Part Two herein and the factors considered when ranking proposals, please describe the core features of your proposed service, service coordination, and delivery strategies.
2. The volume of inspections and related services that the agency is offering, who will provide the services, how the services will be provided and the unit cost of services.
3. The geographical area(s) to which the agency would provide inspection services.
4. Approach towards tracking and monitoring the units of service, service costs and use of funds, provide regular reports and program evaluation.

5. Implementation of quality assurance measures and performance measures, coordination of all related services and coordination of services with other agencies. Please list outcome measurements for the proposed service.
- **Program Time Line:** Applicant must be able to demonstrate the capacity to implement the program quickly. Please provide a detailed start-up schedule.

6.2 EVALUATION AND APPROVAL OVERVIEW

6.2.1. Evaluation Process

1. An initial review will be performed to ensure that the Proposal is complete and all supporting documents have been submitted. ***Incomplete proposal packages will not be considered.*** A cure period or opportunity to revise or correct proposals ***will not be granted.*** The applicant will be informed that the Proposal is incomplete and will not receive further consideration for funding.
2. Each proposal will be evaluated on its own merits for content, responsiveness, conciseness, clarity, and relevance, consistent with the goals and objectives outlined herein and for its adherence to the instructions in this RFP.
3. City Staff will review qualified proposals and make funding recommendations to the City of Miami Commission. The initial recommendation for funding should not be interpreted as a determination that the proposal complies with all requirements and conditions for a contract.
4. The City Commission will make the final decision to enter into contract with one or more qualified agencies. An offer to contract may be withdrawn upon the City's determination that reasonable attempts to negotiate an agreement have failed.

6.2.2. Appeals

An appeal procedure will be made available to applicants that are not recommended for funding. **THE APPEAL MUST BE BASED ON AN ERROR IN FACT OR LAW.** An alleged error in evaluation based on "fact" will be reviewed by a panel of three (3) reviewers. An alleged error in evaluation based on "law" will be reviewed by the City Attorney's Office. To initiate an appeal, the applicant must notify the City of Miami Department of Community Development in writing within three (3) days from the date of the City's written notice of non-funding.

6.2.3. Environmental Clearance

Projects funded with federal funds are subject to environmental review requirements under federal regulation, and no funds can be committed and expended until the activity has received an environmental clearance if required. No exceptions can be made.

6.2.4. Proposal Evaluation

All proposals offering Inspection Services will be scored against the following criteria to evaluate the Proposer’s qualifications and pricing:

	MAXIMUM POINTS
Failure to Provide Evidence of HUD certification in HQS training (<i>Threshold Item</i>)	<i>Proposal will be rejected.</i>
Local Office Location (<i>Maximum 5 Points</i>) - Local Office Located within City of Miami limits	5
Organizational Capacity and Demonstrated Effectiveness (<i>Maximum Points of 30</i>) - General stability and track record of organization - Proposer has demonstrated experience and success in conducting housing inspection services as follows: - One to three years experience <u>OR</u> - More than three years of experience <u>OR</u> - More than five years of experience <u>OR</u> - Proposer has demonstrated experience and success in conducting quality assurance monitoring of inspection services. - Strong familiarity with HUD Housing Quality Standards & SFBC - Demonstrates strong fiscal management and controls	5 2 5 10 5 5 5
Service Approach (<i>Maximum Points of 25</i>) - Geographic Service Area: - Entire Miami-Dade County <u>OR</u> - One Half of Miami-Dade County <u>OR</u> - One Third of Miami-Dade County. - Service approach described in Proposal is responsive to service deliverables set forth in the RFP - Proposed staffing level (including administrative oversight) is well-defined and adequate (i.e. experience and certifications) - Demonstrated ability to track service costs and use of funds	5 3 1 10 5 5
Reasonable Cost Benefit Ratio (<i>Maximum Points of 20</i>) Service delivery cost will be ranked in comparison to other applications submitted in response to this RFP. Points will be assigned as follows: - Cost is in the lowest 25% - Cost is in the 26% - 50% range - Cost is in the 51% - 75% range - Cost is in the highest 25%	20 15 10 5
Outcome Measurements Identified and Established/Proposed Mechanism to Track Clients and Evaluate Program Outcomes and Performance (<i>Maximum Points of 15</i>) - Proposal describes measurable service outcomes - Proposal describes system for scheduling and tracking inspections - Proposal describes system for generation and distribution of inspection reports.	5 5 5
MAXIMUM Points Available	95
MINIMUM Points for Recommendation	70



7.0 RFP FORMS

Request for Qualifications and Price Proposals INSPECTION SERVICES

Proposal Cover Sheet

A. Proposer's Data

Name of Organization:	
Address	
City & Zip Code	
Tax ID #	
Authorized Representative	
Contact Person	
Telephone Number	
Fax Number	
E-mail Address	

B. Funding Category:

Inspection Services

C. Geographic Service Data for this Proposal:

- Entire Miami-Dade County*
 One Half of Miami-Dade County
 One Third of Miami-Dade County

Acknowledgement (*all applicants*)

I, _____, as Authorized Representative of the Applicant, state that Applicant understands that if an award is made by the City of Miami to the Applicant in connection with this RFP, Applicant must meet applicable administrative and regulatory rules to meet Federal, State and local codes or other conditions as determined by the City Attorney. I acknowledge that it is the Applicant's responsibility to be familiar with these requirements prior to accepting the award and commencing contracts negotiations with the City of Miami.

Signature of Authorized Representative (blue ink)

Date

Name of Authorized Representative (blue ink)

Title



7.1 INSPECTION SERVICES PROPOSAL FORM

I certify that any and all information contained in this RFP is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer firm. Please print the following and sign your name:

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____ @ _____

Name: _____

Title: _____

Authorized Signature: _____

PROPOSAL PRICING

Proposer shall propose on all categories for which services are being proposed.

INSPECTION RESPONSIBILITIES: Please refer to Section 2.5: "Responsibilities"

INSPECTION COST: The proposed cost per inspection/per unit shall include full compensation for labor, use of required equipment (the City does not provide equipment for your use), and any other costs to the Proposer, including travel costs associated with scattered sites inspections and with inspectors reporting to City offices.

Category I: Housing Quality Standard (HQS) Inspections and/or Other Types of Site Inspection Inspection Services

Inspection Cost	\$		Per Inspection/ Unit
	\$		Per Re-Inspection/ Unit*
	\$		Unavailability per Unit†

Category II: Single Family Programs related Inspection Services

Inspection Services

Inspection Cost \$ _____ Per Inspection/ Unit

* Refers to having to re-inspect a unit which did not pass inspection the first time

† Refers to occasions where inspector goes to property to conduct a scheduled inspection, but the unit is not accessible. Pictures are required.

7.2 CHECK-OFF LIST FOR NON-HOUSING DEVELOPMENT PROPOSALS

Agency: _____

Documents	Submitted (Yes/No)	Comments
1. Proposal Cover Sheet (7.0)		
2. Inspection Services Proposal Form (7.1)		
3. Check-Off List (7.2)		
4. Table of Contents		
5. Local Office Location Affidavit (7.3)		
6. Inspection Services Certifications (HQS/ Licensed General Contractor)		
7. Proposal Narrative		
8. Budget Forms (7.4 through 7.8)		
9. Current 501©(3) letter, if a non-profit organization Including IRS Employer Identification Number.		
10. State of Florida Current Year Corporate Registration Certificate. (Certificate of Good Standing and Incumbency for Agency)		
11. Charter, Articles of Incorporation, and By-Laws.		
12. Names, Addresses, and Professional affiliation of Members of the Board of Directors		
13. Organizational Chart		
14. Job Descriptions and resumes of staff who will be funded either in whole or in part from this grant award		
15. Income Tax return (IRS Form 990) for the last completed fiscal year (not applicable to for-profit proposers of technical assistance)		
16. Personnel Policies and Procedures Manual		
17. Certification of all funds received (7.9)		
18. Declaration of Financial Interests (7.10)		
19. Certification Regarding Lobbying (7.11)		
20. Certification Regarding Debarment, Suspension , and Other Responsibility Matters (7.12)		
21. Sworn Statement Public Entity Crime Affidavit (7.13)		
22. Certification for Drug Free Work Environment (7.14)		
23. Certification ADA Compliance (7.15)		
24. Completion of Authorized Representative Statement (7.16)		
25. Certification of Sound Fiscal Management (7.17)		

DO NOT WRITE BELOW THIS LINE

I HAVE REVIEWED ALL REQUIRED OPERATIONAL DOCUMENTS AND FIND THEM TO BE ACCEPTABLE

Contract Compliance Analyst

Date

7.3 LOCAL OFFICE LOCATION AFFIDAVIT
(Complete Only if Your Firm is Located Within the City of Miami)

Please type or print clearly. This Affidavit must be completed in full, signed and notarized ONLY if your office is located within the corporate limits of the City of Miami.

_____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	
Legal Name of Firm	<input type="checkbox"/> Sole Proprietorship		
_____ Corporation Doc No	_____ Date of Issuance	_____ Date Established	_____ Occupational License #

OFFICE LOCATION:

Street Address: _____

City: _____ State: _____ How long at this Location?: _____

The information on this section is to benefit local bona fide bidders/ proposers to promote economic development within the corporate limits of the City of Miami.

I (we) certify, under penalty of perjury, that the office location of our firm has not been established with the sole purpose of obtaining the advantage granted bona fide local bidders/ proposers by this section.

Authorized Signature

Print Name

Title

Authorized Signature

Print Name

Title

(Corporate Seal)

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

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Subscribed and Sworn before me that this is a true statement this ____ day of _____, 200__ .
 Produced Identification: _____.

_____	_____
Notary Public, State of Florida	My Commission Expires

(Seal)

Printed name of Notary Public

7.4 BUDGET FORM I
CITY OF MIAMI
DEPARTMENT OF COMMUNITY DEVELOPMENT
(NON-HOUSING DEVELOPMENT ONLY)
BUDGET NARRATIVE BY LINE-ITEM

AGENCY: _____ FISCAL YEAR _____

FUNDING SOURCE: _____

ITEM	AMOUNT

7.6 COST ALLOCATION PLAN – NON-HOUSING DEVELOPMENT ONLY

BUDGET FORM III
1 OF 3

AGENCY: _____

Period Being Cost Allocated: _____

Effective Date																		
Line-Item Description	%		%		%		%		%		%		%		%		%	Total
101 STAFF SALARIES – CLASSIFIED																		
200 STAFF MICA																		
201 STAFF FICA																		
202 STAFF WORKERS COMP.																		
203 STAFF UNEMPLOYMENT																		
204 STAFF GROUP HEALTH INS.																		
206 RETIREMENT STAFF																		
250 PROFESSIONAL SERVICES																		
252 AUDIT COST																		
260 SPECIAL																		
261 TEMPORARY STAFF																		
270 INDIRECT COST																		
300 DIR. PUB. OFF. BOND																		
301 GEN. LIABILITY INS.																		
302 AUTO LIABILITY																		
303 BONDING																		
304 OTHER INSURANCE																		
350 TELEPHONE																		
360 ELECTRICAL SRVS.																		
370 GARBAGE																		
380 WATER & SEWER																		
400 EQUIPMENT REPAIR																		
410 EQUIPMENT MAINT.																		

7.7 COST ALLOCATION PLAN (NON-HOUSING DEVELOPMENT ONLY)

BUDGET FORM III
2 OF 3

AGENCY: _____

Period Being Cost Allocated: _____

Effective Date																				
Line-Item Description	%		%		%		%		%		%		%		%		%		Total	
411 BLDG. MAINTENANCE																				
415 CONF. & PROF. MTNG.																				
420 CONTRACTUAL MAINT.																				
421 MAINT. VEHICLE																				
422 OPERATIONAL MAINT. VEHICLE (GASOLINE)																				
450 EQUIPMENT RENTAL																				
460 SPACE RENTAL																				
501 POSTAGE																				
502 PRINTING OUTSIDE																				
503 PUBLICATIONS																				
504 ADVERTISING																				
507 MEMBERSHIP																				
510 LOCAL TRAVEL																				
511 OUT OF TOWN TRAVEL																				
513 PKNG. M.RAIL—STAFF																				
520 PRINTING REPRO. SUPPLIES																				
521 OFFICE SUP. STAFF																				
522 TRAINING SUPPLIES																				
524 SPEC. SUP. (SFETC)																				

7.8 COST ALLOCATION PLAN (NON-HOUSING DEVELOPMENT ONLY)

**BUDGET FORM III
3 OF 3**

AGENCY: _____

Period Being Cost Allocated: _____

Effective Date																		
Line-Item Description	%		%		%		%		%		%		%		%		%	Total
525 EXPENDABLE TOOL SUPPLIES (SFETC)																		
526 COMPUTER SUPPLIES																		
527 SUPPORTIVE SERVICE																		
528 CHILD CARE/SUPP SERVICES																		
542 TUITION & BOOKS																		
600 O/T WAGES (PARTICIPANT)																		
900 CAPITAL OUTLAY EQUIP.																		
901 OFFICE FURNITURE (BELOW \$500.00)																		
902 SOFTWARE																		
902 SOFTWARE																		

7.9 Certification of All Funds Received

This certifies that _____ (Name of Agency) operates on a fiscal year, which ends on (Date: End Of Fiscal Year) . This further certifies that the financial records (audited) (un-audited) of _____ (Name Of Agency) for the year ended _____ (Date: End Of Fiscal Year) reflect the following, as related to federal and non-federal awards:

A. All Funds Received.

Source of Funds	Contract Period	Purpose	Amount

B. Total Agency Funding: \$ _____

The undersigned certify that the above information is complete and accurate, to the best of their knowledge, and that the City of Miami, Department of Community Development, will be notified, should this information be determined to be different.

Chief Financial Officer

Chief Executive Officer

Signature

Signature

Name Typed or Printed

Name Typed or Printed

Date

Date

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Personally known to me; or

Subscribed and Sworn before me that this is a true statement this ____ day of _____, 200__ .

Produced Identification: _____.

Notary Public, State of Florida

My Commission Expires

(Seal)

Printed name of Notary Public

7.10 DECLARATION OF FINANCIAL INTERESTS

1. Do you have any past due financial obligations with the City of Miami?

	<i>YES</i>	<i>NO</i>
Single Family Housing Loans	<input type="checkbox"/>	<input type="checkbox"/>
Multi-Family Housing Rehab	<input type="checkbox"/>	<input type="checkbox"/>
CDBG Commercial Loan Project	<input type="checkbox"/>	<input type="checkbox"/>
U.S. U.S. HUD Section 108 Loan	<input type="checkbox"/>	<input type="checkbox"/>
Other U.S. HUD Funded Programs	<input type="checkbox"/>	<input type="checkbox"/>
Others (liens, fines, loans, Occupational licenses, etc.)	<input type="checkbox"/>	<input type="checkbox"/>

If YES, please explain:

2. Do you have any past due financial obligations with Miami Capital Development, Inc. (MCDI)?

YES NO

If YES, please explain:

3. Are you a relative of or do you have any business or financial interests with any elected City of Miami Official, City of Miami Employee, or Member of the City's Advisory Boards?

YES NO

If YES, please explain:

Any false information provided on this application will be reason for rejection and disqualification of your project-funding request to the City of Miami.

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Authorized Representative

Title

Printed Name of Authorized Representative

Date

7.11 CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

- (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 an 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 to any person for influencing or attempting to influence an officer or employee of any 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 Form to Report Lobbying," in accordance with its instructions.
- (3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Applicant

Signature of Certifying Representative

Title

Printed Name of Certifying Representative

Date

** Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).*

**7.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY
MATTERS PRIMARY COVERED TRANSACTIONS**

1. The applicant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Miami.

Applicant

Signature of Certifying Representative

Title

Printed Name of Certifying Representative

Date

7.13 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 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.
4. 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 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.
5. 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ 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 within the past 36 months. AND (Please indicate which additional statement applies).

_____ 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 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is 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 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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.

_____	_____
Signature of Authorized Representative	Title
_____	_____
Printed Name of Authorized Representative	Date

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Subscribed and Sworn before me that this is a true statement this ____ day of _____, 200__ .
Produced Identification: _____.

_____	_____
Notary Public, State of Florida	My Commission Expires

(Seal)

Printed name of Notary Public

7.14 DRUG FREE WORKPLACE CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Bidder's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying City of Miami government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraph (1) through (6).

Signature of Certifying Representative

Title

Printed Name of Certifying Representative

Date

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Subscribed and Sworn before me that this is a true statement this ____ day of _____, 200__ .
 Produced Identification: _____.

Notary Public, State of Florida

My Commission Expires

(Seal)

Printed name of Notary Public

7.15 DISABILITY NON-DISCRIMINATION CERTIFICATION
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies that it 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 above including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104, Stat. 327, 42 U.S.C. 12101-12213 and 47, U.S.C. Sections 325 and 611 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 Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended 42 U.S.C. Section 3601-3631.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State of any political subdivision or agency thereof or any municipality of this State.

_____ Signature of Certifying Representative	_____ Title
_____ Printed Name of Certifying Representative	_____ Date

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Subscribed and Sworn before me that this is a true statement this ____ day of _____, 200__ .
Produced Identification: _____.

_____ Notary Public, State of Florida	_____ My Commission Expires
--	--------------------------------

Printed name of Notary Public

(Seal)

7.16 AUTHORIZED REPRESENTATIVE STATEMENT

Provide the name(s) and telephone number of the person(s) who has been designated the responsibility within the following areas:

POSITION	NAME	TELEPHONE NUMBER
Chairman of the Board	_____	_____
Exec. Director of the Project	_____	_____
Project Director	_____	_____
Affirmative Action Officer	_____	_____
Personnel Officer	_____	_____
Fiscal Management Officer	_____	_____

1. PERSON(S) AUTHORIZED TO SIGN CHECKS

NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
TELEPHONE: _____	TELEPHONE: _____
SIGNATURE: _____	SIGNATURE: _____

2. PERSON(S) AUTHORIZED TO SIGN REIMBURSEMENT PACKAGES

NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
TELEPHONE: _____	TELEPHONE: _____
SIGNATURE: _____	SIGNATURE: _____

3. PERSON(S) AUTHORIZED TO SIGN CONTRACTS

NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
TELEPHONE: _____	TELEPHONE: _____
SIGNATURE: _____	SIGNATURE: _____

*Persons Authorized to Pick-up
Reimbursement Checks _____

*** FACSIMILE SIGNATURES REQUIRED AND MUST BE BONDED**

**CITY OF MIAMI
DEPARTMENT OF COMMUNITY DEVELOPMENT
FORMS --OPERATIONAL DOCUMENTS**

7.17 CERTIFICATION OF SOUND FISCAL MANAGEMENT

We, _____ as the Executive Director, and _____
(Full Name) *(Full Name)*
 as the Chief Fiscal Officer of _____, acknowledge that as a condition of
(Organization)
 receiving funds from the City of Miami, must establish and maintain sound financial and fiscal controls and
 management systems. We hereby certify that _____
(Organization)
 has established internal controls which are adequate to safeguard the assets of the agency, monitor the accuracy
 and reliability of accounting data, promote operating efficiency and insure compliance with prescribed policies and
 procedures.

Signature (Executive Director)

Date

Signature (Chief Fiscal Officer)

Date

I am a duly licensed certified public accountant and have been engaged to review the accounting systems of
 _____ which is private (___ profit/___non-profit) organization that will operate programs for
(Organization)
 the City of Miami. I have reviewed the financial systems that this Agency has established. This review was
 completed on _____. At the time of review, the Agency had established internal controls which
 were adequate to safeguard the assets of the Agency, monitor the accuracy and reliability of accounting data,
 promote operating efficiency, and insure compliance with prescribed management policies.

(Name of Firm)

(Typed Name of Accountant)

(Date)

(Signature of Accountant)

If any modifications are required to this certificate due to the nature of the engagement between the Agency and
 the C.P.A., attach a substitute report as explanation.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Subscribed and Sworn before me that this is a true statement this ____ day of _____, 200__ .
 Produced Identification: _____.

 Notary Public, State of Florida

 My Commission Expires

(Seal)

 Printed name of Notary Public