

CITY OF MIAMI
AFFORDABLE HOUSING PIPELINE
REQUEST FOR PROPOSALS



2019

REQUEST FOR PROPOSALS
CONSTRUCTION/REHABILITATION/PERMANENT FINANCING
FOR MULTI-FAMILY RENTAL DEVELOPMENTS AND
MULTIFAMILY/SINGLE FAMILY HOMEOWNERSHIP DEVELOPMENTS
LOCATED IN
THE
CITY OF MIAMI

Date of Issuance February 25th, 2019

Copies of this RFP application are available at:
City of Miami, Department of Housing and Community Development
14 NE 1st Avenue, Miami, Florida 33132, Second Floor, or at
<http://archive.miamigov.com/communitydevelopment/rfq.html>

**2019 Affordable Housing Pipeline
Request for Proposals (RFP)**

**Construction/Rehabilitation/Permanent Financing for Multifamily Rental Developments
And Multifamily/Single Family Residential Homeownership Developments
Located in the City of Miami**

TABLE OF CONTENTS

A. Introduction/Overview.....	3
B. Proposal Submission Requirements.....	10
C. General Conditions.....	17
D. Regulatory Requirements.....	19
E. General City of Miami Reservations.....	20
F. Evaluation and Approval Process.....	23
G. Cone of Silence	28
Project Application Form.....	29
Supplemental Forms.....	37
Map of City of Miami.....	Exhibit "A"
Affordability Study.....	Exhibit "A1"
Resiliency Checklist.....	Exhibit "B"
Section 3 (if applicable)	Exhibit "C"
Insurance Requirements – Developer.....	Exhibit "D"
Insurance Requirements – General Contractor.....	Exhibit "E"
Conflict of Interest Forms.....	Exhibit "F"
Affirmative Fair Housing Marketing Plan.....	Exhibit "G"

Ladies and Gentlemen:

The City of Miami is seeking proposals for construction/permanent financing needs associated with construction/rehabilitation of affordable multi-family rental housing projects and homeownership developments. Properties under this RFP must be located in the **City of Miami** and must be made available for rental and/or homeownership by individuals or families with extremely low to workforce incomes adjusted for family size.

The goal of this application process is for the City to establish an Affordable Housing Development Pipeline (AHDP) intended to address the affordable housing needs of the City. The AHDP is seeking development at various levels of readiness to be in line for City funding assistance. Each project submitted through this application process will be evaluated based on the criteria detailed herein and placed on queue. Periodically, the City will make available financing opportunities and look to project ability to proceed as defined herein.

Enclosed is the City's RFP which contains detailed information as follows: eligibility criteria; RFP submission requirements; general conditions; regulatory requirements; general City of Miami reservations, and the evaluation and approval procedures pertinent to the proposal.

Please carefully review all of the enclosed documents. Proposals must comply with all the submission requirements detailed in the RFP to be eligible for consideration. If any changes to the RFP are made, they will be posted on the Department of Housing and Community Development website at <http://archive.miamigov.com/communitydevelopment/pages/rfq/>. Proposals are due no later than **2:00 pm on Monday, March 25th, 2019, and must be delivered to the City of Miami Clerk's Office, Miami City Hall, 3500 Pan American Drive, Miami, Florida, 33133.**

The City welcomes responsive proposals and looks forward to working with all applicants to bring their projects to fruition.

Sincerely,

George Mensah
Director
Department of Housing & Community Development

A. INTRODUCTION / ELIGIBLE PROJECTS / FUNDING SOURCES

The City of Miami (“City”) is seeking proposals for the construction/rehabilitation /permanent financing needs associated with construction/rehabilitation of affordable multi-family rental housing projects as well as the construction and permanent financing of homeownership developments with five units or more, located within the City of Miami. Rental projects requesting funding under this process must be prepared to provide units that will be affordable to extremely low income (under 30% of area median income (AMI)), very-low income (50% AMI or below), low-income (80% AMI or below) and workforce income (up to 140% AMI). The number of assisted affordable units to be provided and the levels of income requirement shall depend on the funding type available at the time of funding availability. The minimum number of assisted units is determined by the percentage of City assistance to total project cost.

The City of Miami reserves the right to make available funding from a variety of sources, including but not limited to Home Investment Partnership Program (HOME), State Housing Initiatives Partnership Program (SHIP), Community Development Block Grant Program (CDBG) and/or Affordable Housing Trust Funds (AHTF). **A portion of the potential funding from the City may be provided from tax-Exempt or taxable bonds which would require continuing compliance under Federal and State of Florida Law, otherwise known as General Obligation Bonds (GOB).** Funding shall be made available to assist in part with the development and permanent financing needs of the project.

A: Eligible activities

A.1 Multi-family Rental Projects (minimum 5 units) /Construction /Rehabilitation/Permanent Financing:

For a project to be eligible, it must meet the following criteria:

1. The property must be located within the City of Miami. Map of the City is located in Exhibit A.
2. Minimum size of project is five (5) rental apartment units. (NO SCATTERED SITE)
3. Proposals will be accepted from developers that are nonprofit organizations, private for-profit organizations, general partnerships, and LLCs.
4. **Borrowing entities that are City of Miami certified Community Housing Development Organizations (CHDO), or are partnered with a City of Miami certified CHDO, will receive additional consideration in the project scoring.**
5. Funding will be considered for the new construction or rehabilitation of rental projects located in the City of Miami.
6. Funding subject to US HUD Release of Grant Conditions or a confirmation of exempt status (environmental clearance) has been issued for the Project (if applicable).
7. Funding from the City must be used for eligible project development costs.
8. Total Development Cost (TDC) shall not exceed the current TDC as published by the Florida Housing Finance Corporation for Housing Credit Financing for affordable housing developments in Miami-Dade County. Development size and type shall be consistent with the definition provided by Florida Housing Finance Corporation.
9. The maximum total amount of City of Miami financing shall not exceed 20% Loan to Cost (LTC) on projects containing 20 or more total units and 40% LTC on projects containing less than 20 total units.
10. Projects currently funded by the City of Miami are NOT ELIGIBLE for funding under this RFP.

11. Maximum allowable Developer Fee shall be up to 18% for Bond/4% Low Income Housing Tax Credit funded projects and no greater than 16% for all other type of funded developments. Developer's fees shall be calculated on total development cost less land cost/value and operational reserves. This fee is inclusive of all developer fee/overhead/consulting.
12. Rental projects requesting funding under this process must be prepared to provide units that will be affordable to extremely low income (30% of area median income (AMI)), very-low income (50% AMI), low-income (80% AMI), and workforce income (up to 140% AMI). The number of assisted affordable units to be provided and the levels of income requirement shall depend on the funding type available at the time of funding availability. The number of assisted units cannot be less than the City's prorate share of the total development cost which is determined by the percentage of City assistance to total project cost. Example: total city funding divided by total project cost, times total number of units, equals minimum of total assisted units.

The following income chart contains the current income levels for 2018. These income levels are published annually by the U.S. Department of Housing and Urban Development and Florida Housing Finance Corporation. Projects considered for assistance will be required to comply with the limits posted at the time the City funds are being offered.

HUD release: 3/30/2018
 FHFC Posted: 4/9/2018
 Effective: 4/1/2018

**2018 Income Limits and Rent Limits
 Florida Housing Finance Corporation
 SHIP Program**

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household									
		1	2	3	4	5	6	7	8	9	10
Miami-Dade County	30%	16,550	18,900	21,250	25,100	29,420	33,740	38,060	42,380	Refer to HUD	
(Miami-Miami Bch-Kendall HMFA;	50%	27,550	31,500	35,450	39,350	42,500	45,650	48,800	51,950	55,090	58,238
Miami-Ft. Lauderdale-Pompano Bch	80%	44,100	50,400	56,700	62,950	68,000	73,050	78,100	83,100	88,144	93,181
Median: 52,300	120%	66,120	75,600	85,080	94,440	102,000	109,560	117,120	124,680	132,216	139,771
	140%	77,140	88,200	99,260	110,180	119,000	127,820	136,640	145,460	154,252	163,066

The following rental chart contains the current required rental limits for 2018. These limits are published and updated on an annual basis by the US Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation. Projects considered for assistance will be required to comply with the limits posted at the time the City funds are being offered.

CITY OF MIAMI RENT LIMIT BY NUMBER OF BEDROOMS IN UNIT						
Percentage Category	0	1	2	3	4	5
30%	413	443	531	681	843	1005
50%	688	738	886	1023	1141	1259
60%	1,102	1,181	1,417	1,636	1,826	2,015
80%	1,653	1,771	2,127	2,455	2,739	3,022
140%	1,928	2,066	2,481	2,864	3,195	3,526

13. Upon completion of the construction/rehabilitation, City funding may remain as a permanent loan on the project.

City Funding Loans/Terms: The following loan type and terms may be used:

1. *Deferred Payment Loan:* No debt service payments required. Property must maintain the required affordability structure for a period of 30 years. Failure to comply will result in the full repayment of principal and an agreed upon default interest rate. Full repayment of principal at the 30-year maturity.
 2. *Interest Only Loan:* Interest only payments at up to 3% interest rate, payable monthly until maturity. All principal and interest due at maturity. Loan maturity can be set for a period up to 30 years.
 3. *Principal and Interest Amortizable Loans:* Principal and Interest payments based on an amortization of 15 to 30 years, payable monthly at a rate of up to 3%, until maturity. Loan maturity can be set for a period of up to 30 years.
14. For Preservation projects, priority will be given to vacant properties; however, occupied properties may be considered if any of the following conditions apply
- 1.1. The property requires little or no rehabilitation. Any rehabilitation can be completed without moving any tenants.
 - 1.2. The property has enough vacant units to be able to move tenants, or
 - 1.3. The total project development budget can support a minimum of 6 months of relocation cost for all eligible tenants.

A.2 Homeownership Projects, Construction/ Permanent Financing

For a project to be eligible, it must meet the following criteria:

1. Proposals will be accepted from developers that are non-profit organizations, private for-profit organizations, general partnerships, and LLCs.
2. The property may be a single-family home, twin home, townhome type development or Condominium Developments.
3. The property must be located within the City of Miami. Map of the City is located in **Exhibit A**.
4. Funding will be considered for new construction of single family homes to be sold to individuals or families with a gross annual income of no greater than one hundred and twenty (120%) percent of the Area Median Income (AMI), adjusted for family size.
5. Funding subject to US HUD Release of Grant Conditions or a confirmation of exempt status (environmental clearance) has been issued for the Project (if applicable).
6. Funding from the City may be used for construction (up to 50% LTC), however total City funding shall not exceed \$50,000 per unit type whichever is less.
7. Maximum Sales Prices for newly constructed or existing rehabilitated, single family homes/townhomes/twin homes/condominiums are published annually by the U.S. Department of Housing and Urban Development (HUD). The 2018 maximum sales prices are \$261,000 for existing

and \$276,000 for new construction. Projects considered for assistance will be required to comply with the limits posted at the time the City funds are being offered.

8. Applicant is responsible to demonstrate how the proposed units will be affordable to the proposed income levels. An affordability study will be required on each unit type (**Exhibit A1**).
9. Funds may be used for land acquisition, development soft cost, financing costs, hard construction costs and may upon the completion of the construction of the unit, partially or entirely serve as a pass-through permanent loan to the eligible buyer of the completed unit.

City Funding Loans/Terms: The following permanent loan types and terms may be used:

1. *Deferred Payment Loan:* No debt service payments required. Homeowner must maintain occupancy as primary residence for a period of 30 years (affordability period). Failure to comply will result in the full repayment of principal and default interest rate. Sale or transfer of the units within the affordability period shall result in the full payment of the loan. Other restrictions or provision may be imposed. Loan will be forgiven upon the completion of the affordability period.
2. *Principal and Interest Amortizable Loans:* Principal and Interest payments based on an amortization of 30 years, payable monthly until maturity at an interest rate not to exceed 3%, determined on the ability of the buyer's payment capacity. Sale or transfer prior to the affordability period will result in the full repayment of principal plus interest. Other restrictions may be imposed.
3. There shall be no payments of interest during the construction period. Upon the sale of a unit, the construction loan shall be repaid in accordance with a previously established unit release price.

B: Scope of Services:

With this Request for Proposals (RFP), the City is seeking proposals for the construction/permanent financing needs associated with construction/rehabilitation of affordable multi-family rental housing projects and affordable homeownership projects.

Multifamily Rental Projects

Developments selected, shall be provided funding from various sources available to the City at the time of offering. The limits provided below, are intended to provide guidance as to the potential affordable requirements and funding limits that can be expected.

1. For Affordable rental developments the following will apply:

Minimum funding: \$1,000 per unit

Maximum funding: The maximum total amount of City of Miami financing shall not exceed 20% Loan to Cost (LTC) on projects containing 20 or more total units and 40% LTC on projects containing less than 20 total units. Developments that provide the City with the greatest number of assisted units at the lowest city loan per units will receive greater consideration.

Homeownership Projects

Developments selected, shall be provided funding from various sources available to the City at the time of offering. The limits provided below, are intended to provide guidance as to the potential affordable requirements and funding limits that can be expected.

2. For Affordable homeownership developments the following will apply

Minimum funding: \$1,000 per unit

Maximum funding: The maximum total amount of City of Miami financing shall not exceed \$50,000 per unit. Funds may be used for land acquisition, development soft cost, financing costs, hard construction costs and may upon the completion of the construction of the unit, partially or entirely serve as a pass-through permanent loan to the eligible buyer of the completed unit.

3. If an amount of funding proposed by the City is lower than the amount requested by the Applicant, the amount will be provided with the condition that the Applicant will show their ability to move the project forward with such lower funds.
4. The minimum amount of required City of Miami assisted units shall be equal to the percentage of funds to total project cost less land value/cost (loan to cost).

This RFP incorporates any funding sources available to the City of Miami. Applicants (or designated team) must be able to:

- Obtain financing to supplement the City loan to acquire the land/building and develop/rehabilitate the project, including having in place all funding sources sufficient to complete the project.
- Build the project in accordance with local building code requirements and US HUD's Housing Quality Standards.
- Incorporate energy efficiency and conservation ("green") as well as resilient elements to the project.
- When applicable, applicant must comply with all US HUD regulations, including but not limited to, Release of Grant Conditions (environmental requirements), Davis-Bacon Wage Rates, Fair Housing Act, Uniform Relocation Act, and Section 3 of the Housing and Urban Act of 1968 (Section 3) requirements.
- Locate eligible renters/buyers in accordance with a U.S. Department of Housing and Urban Development Affirmative Fair Housing Marketing Plan. Selection of eligible tenants shall be from the results of a tenant lottery which shall be conducted with a representative of the City of Miami present.
- Own, maintain, and manage the rental property in compliance with the terms of the City Program, for a term of 30 years.

C: Qualifications:

At a minimum, an applicant must demonstrate the following to be added to the Pipeline Queue:

- Applicant including its principals, partners, member(s), and contractors, must be 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, and / or is behind schedule on any currently City funded project or any other legal encumbrance, regardless of merits of the submitted proposal.

- Applicant organization (principals) must demonstrate past record for successfully managing and completing similar housing projects and must have key personnel performing the requested services with significant experience in construction/rehabilitation of similar rental or homeownership housing projects, and on-going management of units.
- General contractors and subcontractors must have current licenses/certificates and insurance in accordance with State of Florida Statutes and the City of Miami necessary to provide the services being requested in Scope of Services.
- Site Control: Applicant must have control of the proposed development site, in the form of a deed, purchase agreement, and option contract or long-term lease of 50 years or greater
- Applicants must provide an assessment of the current market demand in the neighborhood in which the project will be located.

Note: If recommended for underwriting, the City will request a Market Analysis that supports these conclusions as well as copies of documentation including but not limited to underwriting reports, applications, budgets, etc., provided by borrower to all other funding sources provided in this application.

D: Structure of Pipeline Selection Criteria:

The City will consider/require the following criteria in the selection of project to be added to the Pipeline queue:

1. Publicly owned or leased land: Projects to be built on City/County or State acquired sites.
2. Projects providing the greatest number of ELI, VLI, And LI and Workforce units.
3. Projects for elderly or special needs population.
4. Projects benefiting from the City's Attainable Housing Ordinances that offer a greater number of affordable units than required by the Ordinances.
5. Projects located in transit corridors.
6. Project budget, 15-year cash flow analysis or sales affordability studies that meet the requirements as stated herein.
7. Leveraging funding commitment status.
8. Experience of development team.
9. Experience of Management/Sales team.
10. Affordable housing developments that offer community benefit integration.
11. Affordable housing developments that generate job creation through the development of commercial retail space.
12. Description of proposed development, i.e. rendering, elevations, floor plans, etc.

The City will give priority for funding based on the following criteria:

1. Developed on City owned sites
2. Offering the lowest City loan to total project cost

3. Total number of City assisted units, including exceeding the minimum required
4. Total number of Workforce development units
5. Offering the greatest number of units serving ELI, VLI, and LI units
6. Location
7. Attainable housing development projects that provide higher levels of affordable units than that required by the attainable ordinances.
8. Developments serving the elderly
9. Ability to proceed:
 - a. Permit plans in process
 - b. Financing commitments in place
 - c. General Contractor under contract

It is the City's intention to fund as many applicants as possible, upon the availability of funding, to projects demonstrating the ability to proceed with the commencement of the project. Funds will be allocated until all funds available for the projects are allocated. The selection of the Applicants will be determined by the order of their total overall score and ranking (i.e., highest ranked first) and the applicants' ability to proceed, (i.e. funding in place, building permit readiness, etc.). Selected Applicants shall sign a loan regulatory agreement with the City. The agreement will include general legal and administrative provisions and all required City affidavits and may be updated periodically to reflect new City requirements. The City, at its discretion, may periodically add additional qualified Applicants using the application process if additional funds are allocated to this activity, or if award is returned to the City.

At the City's discretion, selected Applicants may lose their allocation based upon lack of participation, poor performance as to quality, responsiveness and accuracy of services performed, being in arrears in obligations to the City, being behind schedule and any other reason specified by City policies and procedures. Selected Applicants shall maintain the qualifications of the firm and proposed personnel at a standard consistent and equivalent to the qualification submissions submitted in response to the RFP.

Scoring:

Review of proposals for funding will be based on a 100-point scoring system (attached).

Tied Scores:

Funding for projects determined ready to proceed, will be provided in ranked order, with the highest ranked proposal receiving funding first, subject to available funding. In the case that two or more Applicants score an equal number of points, funding will be provided to the project with the lowest per unit city cost. (Leverage is defined as city funding as a percentage of the total development cost).

B. PROPOSAL SUBMISSION REQUIREMENTS

Applications will **not** be accepted at the Miami Riverside Center or the Offices of the Department of Housing and Community Development. Proposals submitted in person or by mail must be submitted to the following:

**2019 Affordable Housing Pipeline
Request for Proposals (RFP HCD2019-01)
City of Miami
City Clerk's Office, City Hall
3500 Pan American Drive
Miami, Florida 33133**

All proposals must be *received* by **2:00 p.m., Monday, March 25th, 2019**, at the City Clerk's Office. Proposals submitted via facsimile will not be accepted. **Proposals submitted after the deadline will not be accepted, reviewed or considered for funding in any manner. However, that application can be submitted subsequently as part of the Open Pipeline Application process.** It is the sole responsibility of the applicant to ensure that proposals are submitted on time. Responses must be clearly marked on the outside of the package referencing:

1. Referenced to the RFP as indicated above
2. Full name and address of the applicant.

**2019 Affordable Housing Pipeline
Request for Proposals (RFP)**

Deadline for Receipt of Request for Additional Information/Clarification: Any request for additional information or clarification must be submitted by no later than Noon (12:00PM), **Friday, March 15th, 2019**. Proposers may email their requests for clarification to the attention of Alfredo Duran, Deputy Director, housingRFP@miamigov.com. All responses shall be posted on line on **Wednesday, March 20th, 2019**.

RFP Workshop: A workshop will be held on Tuesday March 12th, 2019, 2 to 4 p.m., Miami City Hall, Commission Chambers, 3500 Pan American Drive, Miami, FL 33133. All entities who are considering applying for assistance through this RFP are strongly encouraged to attend the workshop.

Additional Information or Clarification: All requests must be in accordance with the deadline for receipt of questions specified in the RFP. The written 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 responses to inquiries and any other corrections or amendments will be posted on the following web page, <http://archive.miamigov.com/communitydevelopment/rfq.html>, 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 the RFP and any addenda issued, the last addendum issued shall prevail.

Submittal Specifications:

Responses **must be bound and be submitted in triplicate (one original and two copies) and must be presented as follows:**

- Sequenced and tabbed according to the Sections as specified below under Application Contents
- Be on 8 ½" x 11" paper;
- Only one-sided page text with standard margins of 1";
- 12-point font size;
- Pages and attachments must be sequentially numbered; and
- Be contained in a secure binder or report binding.

Required Proposal Content – All Applicants

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit respond 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 proposals 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.

Table of Contents

The table of contents should outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including enclosures such as charts, graphs, and illustrations should be clearly and consecutively numbered and correspond to the table of contents. The double asterisk (**) indicates that the specific forms are enclosed.

Section I: Project Application and Narrative

Under this section, include the Proposal Check-Off List Form** and the completed RFP Funding Application Form**. In addition, the following narrative is to be included in this section:

Description of the project: Provide a summary description of the project including:

- Project narrative and location map
 - Project construction/development stage
 - Project location: address and Census Block Group number
 - Total number of units and number of units to be assisted with HOME funds.
 - Type of units
 - Number of units per income target
 - Project costs (land/property acquisition cost and total development hard/soft cost)
 - Project amenities, such as appliances, air conditioning, type of flooring
 - Number of parking spaces
 - Laundry facilities
 - Security systems
 - Energy efficiency and green features
 - Community rooms and recreational facilities
 - Project City of Miami District location
- Original photographs of property(s)
- Dimensional schematic plans
- Evidence of site control (option to purchase or deed or lease agreement)

Persons who will benefit/target market: Identify the persons who will benefit from the project, outlining specifics such as income levels, age groups, etc.

Local community: Identify and describe the project's neighborhood, demographic characteristics, the surrounding community, etc. Furthermore, provide a description of the access to basic services for all housing developments such as distance to schools or school bus stops, public transit, childcare, social services/recreational facilities. Finally, describe in detail how the proposed project will meet the needs of the local community.

Section II: Statement of Capacity: Organizational Experience

- Narrative of Organization History (Principals, if newly created entity)
- Narrative: Qualifications of Development Team and/or Services Team
- Applicant's Most Recent Financial Statements (last two years) (Principals, if newly created entity)

- Applicant's Most Recent Federal Income Tax Return (last two years)
- Proof of City of Miami CHDO certification

Under this section, the Applicant should include a thorough history of experience in developing and administering the type of project being proposed, including marketing and renting (multifamily). Applicants must provide a detailed list of completed projects, indicating the starting date, time required for completion, the completion date, the amount invested and financed for the project, a description of the project's elements and the role(s) played by each development team member that was involved. Include type of construction, project costs, number of units, and any energy efficiency features or any other green components incorporated into the development. For verification purposes, respondents must provide the addresses of the properties and the name of the general contractor of record. If you are familiar with U.S. HUD's Housing Quality Standards (HQS), please note that in this section. Also include any certifications or licenses, including Section 3 certification, LEED certification, or other Green Certifications.

Development Entity: Respondents must have formed a development entity that assembles the requisite expertise, experience, financial, and management capability to develop, own and manage the proposed project. For the purpose of this RFP, development entities are defined as the legal entity submitting the proposal and with whom the City would enter into a contractual agreement, if funding is awarded. The City reserves the right to conduct a complete background investigation of the development entity and all involved principals, consultants, and sub-consultants, contractors and subcontractors prior to the final selection or execution of the agreement. Development entities and all involved principals, members, consultants, and sub-consultants, contractors and subcontractors that contain a member who previously defaulted, or is currently in default, on a City contract or are in litigation with the City, within the last 5 years, are not eligible to participate in this RFP process.

The Applicant must attach a list of all key members of the development team. Submission of each team member's experience, individually, is also strongly advised, including their resumes.

Note: The Applicant shall be the same as the borrowing entity.

Section III: Statement of Capacity: Organizational Structure

- Organizational Chart
- Directory of Partners, Officers, Members, Directors & Shareholders
- Joint Venture / Partnership Description or Agreement

Under this section, the Applicant should provide an organizational chart and a list of the names, addresses and business affiliation for all general and limited partners, members, officers, directors, and shareholders. Disclosure of shareholders is only required for those shareholders owning more than a 10% interest in the company. A narrative outlining the history/background of each principal should also be included. If the project is a joint venture/partnership, a written agreement or description specifying the role of each organization in the collaboration must be included. Specifically note if an organization is a non-profit.

Section IV: Proposed Approach to Providing the Services/ Marketing Plan

Under this section, present how you will market the rental units to your customers. Describe any partners you will be using in outreach to the community. Additionally, Applicant should submit the applicable U.S. HUD Affirmative Fair Housing Marketing Plan form included in the Supplemental Forms section of this RFP.

Section V: Project Readiness, Feasibility, and Affordability

- Project Development Schedule
- Sources and Uses form **
- Project Feasibility & Ability to Proceed **
- Additional Financing (form, commitment letters, executed documents)
- Justification for additional subsidy
- One through Thirty year Operating Budget

Financial Capacity: The Applicant shall provide proof of financial capacity so that a determination can be made that the development entity is capable of undertaking the project. **Loan commitments must be from a Federal Deposit Insurance Corporation (FDIC) insured lending institution or a lender acceptable to the City of Miami. Additionally, the Applicant shall provide documentation as to what resources will be used to provide equity to the project, and documentation that supports future cash resources available or committed. Evidence of Availability of Project Financing** form must be completed. Borrower should identify/state any other sources of funds included in the application (i.e. financial statements, bank accounts) that may be substituted in place of financing provided, if needed. Borrower is responsible to provide detailed explanation regarding the nature or process of any financing provided that may not appear to be a firm commitment, as required. It is the responsibility of the applicant to articulate and demonstrate why this funding is in place, the time frame of its availability and the purpose it shall serve.**

Financial Plan: The proposal must include an operating assumptions statement listing the projected rental price per unit, number of units, and square feet per unit. Proposals must also include a description of the financing plan for the project, including a description and estimation of all sources of construction and permanent debt and equity funds to be used in the project and development cost estimates, with land, hard and soft costs (including development fees), and financing costs. For homeownership projects, proposals must include an affordability analysis of all unit types, showing how the income targeted homebuyers will be assisted, inclusive of all permanent loan financing that will be used for the homebuyers. The City's financing needs must be clearly justified. In the application, the City shall require written evidence that the proposer has a firm and irrevocable commitment of all other funds necessary to develop the project, including other external sources of financing. The City reserves the right to further evaluate and/or reject financing commitments when the term, the identity of the financing source, or other aspect of such financing is deemed not in the best interest of the City or the project. Proposals must include:

1. A development budget, including sources and uses of funds
2. A 15-year cash flow analysis for rental developments or:
3. Affordability analysis for homeownership developments.

The financial information requested above, shall be used to determine the readiness of a project, and where in the Pipeline Queue it shall be placed. An applicant that cannot provide commitments as stated above should not assume that their request will not be considered for future funding opportunities.

Operating/Marketing Plan: The proposal must include a narrative describing the management and operation of the proposed rental project. For homeownership projects, proposals must include a unit construction completion and sales absorption plan.

4. For rental developments, an operating pro-forma with analysis of projected revenues and operating expenses covering a 30-year loan term. The analysis shall specify the basis for these estimates and must include any source of non-rental revenue. Maximum rent limits shall be as indicated in this RFP. Greater considerations shall be given to rental developments that provide the greatest number of units to ELI, and VLI renters. In no event shall the breakdown of City assisted units be less than what the Federal HOME Program requirements **minus utility allowances**. This translates into Eighty (80%) percent of the assisted units shall be rented at the 80% of AMI Rent Limits and Twenty (20%) percent of the assisted units shall be rented at the 50% of AMI Rent Limits. All non- assisted units may be rented at the market rental rates with the exception of Workforce Units which shall be rented at current Workforce levels as indicated herein. The affordability requirements associated with any benefit provided to the development from any City of Miami Zoning code shall also be observed. The current HOME Program Rent Limits are listed herein:

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Low HOME Rents	688.00	738.00	886.00	1023.00	1141.00	1259.00	1377.00
High HOME Rents	871.00	964.00	1159.00	1331.00	1465.00	1598.00	1732.00

Other Documents

- Declaration of Financial Interests **
- Certification Regarding Debarment **
- Sworn Statement on Public Entity Crime **

Section VI: Resiliency Components

The City of Miami is committed to making the City’s housing stock more energy efficient and resilient. In Exhibit B, check the items which you will incorporate into the project. The first category is considered mandatory, and is not negotiable. All first category items must be provided in all projects. The second category consists of other green and resilient components, of which, the Applicant must pick five (5) items. These will increase the commitment to our affordable housing families that they will benefit in the future from living in a “resilient building.” Fill out the five (5), second category checklist for items you are willing to provide to make the project a “resilient building”.

Section VII: Technical Information

- Legal description of the property (must be provided on all applications)
- Phase I Environmental Report (optional at time of application, required before funding) -only for applications that are within the “ready now” category.
- Phase II Environmental Report (if needed)

- Insurance requirements as stipulated herein (only for applications that are within the “ready now” category)
- Section 3 of the Housing and Urban Development Act of 1968 (Section 3 Clause included for informational purposes under Exhibit C). A Section 3 Plan will be required from Applicant if a contract is awarded (template provided herein, Provided in applications that are within the “ready now” category)
- All projects receiving HOME assistance for 12 units or greater, shall be subject to the requirements and provisions of the Davis Bacon Act, and regulations as amended.

Section VIII: Supplemental Forms

All of the forms listed below must be filled out and submitted in this section of the application.

- Public Entity Crime Affidavit
- Authorized Representative Statement
- Debarment Certification
- Sound Fiscal Management Certification
- Declaration of Financial Interests
- Cost Allocation Report (City form)
- HUD Affirmative Fair Housing Market Plan
- Sources and Uses Budget (Applicant’s own form)
- Development Schedule (not limited to listed items but must be included)
- Conflict of Interest Disclosure Forms (forms included in Exhibit “H”)
- Section 3 Business Certification Letter (provided by Applicant) and Section 3 Business Preference Claim form (if applicable)
- Assurance of Compliance (Section 3, HUD ACT of 1968) form, included under Exhibit “C”, Section 3, should be completed and signed by Applicant, and submitted in the Supplemental Forms section of the application.

C. GENERAL CONDITIONS

- The City of Miami, through this RFP process will provide financing to Applicants for construction/rehabilitation and permanent/pass-through of affordable rental and homeownership developments. The proceeds will be used to cover expenses related to total project costs, inclusive of hard construction cost and Soft/Indirect development costs. The following criteria apply:
 1. For rental developments, city assisted units must be occupied by a tenant income distribution defined at the time of funding availability. Funding consideration shall give preference to developments offering the greatest number of units available for extremely low income to workforce income level tenants as described herein. In the event that funding is made available through the Home Investment Partnership Program, then, in no event shall the distribution of incomes be less than that which is required by the Home Investment Partnership Program (HOME) at 24 CFR Part 92. For the purpose of this application all applicants must use the HOME requirements for all requested city assisted units.
 2. For homeownership developments, the maximum sales price of the units cannot exceed the median sales price of a new or existing single-family home, as published by HUD.
 3. Applications will be selected for inclusion to the Pipeline Queue based on meeting all threshold items and scoring at least 70 of the 100 points in the scoring sheet of the application. An applicant's position on the Pipeline Queue shall be determined by the level of score. All applicants that have scored 100 shall be considered "ready now" and will be offered funding in the next available opportunity.
 4. Annual compliance monitoring of income-eligible tenants will be enforced for the duration of the affordability period.
 5. A restrictive covenant will be placed on the land, insuring 30 year affordability for units financed through this RFP.
 6. A non-refundable commitment fee shall be charged to all applicants that have been awarded funding by the City of Miami's Housing and Commercial Loan Committee. For-profit borrowers shall be charged a commitment fee of \$5,000. Not-for-profit borrowers shall be charged a commitment fee of \$1,000.

- Multifamily rental project funding will be provided in the form of a loan with the following terms:
 1. A construction loan with zero (0) percent interest during the project completion/construction period. Once the project is completed , any one of the following terms may be applied
 - a. *Deferred Payment Loan*: No debt service payments required. Property must maintain the required affordability structure for a period of 30 years. Failure to comply will result in the full repayment of principal and an agreed upon default interest rate. Full repayment of principal at the 30 year maturity.
 - b. *Interest Only Loan*: Interest only payments at up to 3% interest rate, payable monthly until maturity. All principal and interest due at maturity. Loan maturity can be set for a period up to 30 years.
 - c. *Principal and Interest Amortizable Loans*: Principal and Interest payments based on an amortization of 15 to 30 years, payable monthly at a rate of up to 3%, until maturity. Loan maturity can be set for a period of up to 30 years.

1. If the developer is a non-profit entity, the loan will be forgivable at the end of the 30-year affordability period, if owned for the full 30 year term. The City shall reserve the right of first refusal in the event that the development were to be considered for sale after the affordability period.
 2. If the developer is a for-profit entity, accrued interest and principal will be deferred to the end of the 30-year affordability period, at which time the accrued interest and principal are due and payable. At the sole discretion of the City, the City may waive interest or principal payment, or both payments.
 3. The loan amount will be determined by the number of units that are assisted with City's funds at a maximum rate as stipulated herein. Minimum amount of assistance is \$1,000 per unit.
 4. The affordability period is no less than 30years.
 5. The loan will be secured by a recorded mortgage on the property; however, the City will subordinate to all acceptable lending sources. With the exception of the primary private first mortgage lender, the City will not subordinate to any other lending source which provides funding in an amount less than the City's funding.
 6. The affordability period shall be enforced by a restrictive covenant that will run with the land. In the case of a developer's default, the restrictive covenant will continue throughout the affordability period.
 7. The minimum leverage ratio will be determined on a project by project basis. The leverage ratio is defined as total development cost (development cost) divided by the City's total subsidy.
 8. The minimum initial total Debt Service Coverage Ratio is 1.15%. The maximum initial Debt Service Coverage Ratio is 1.50%.
2. Homeownership developments funding may be used for land acquisition, development soft cost, financing costs, hard construction costs and may upon the completion of the construction of the unit, partially or entirely serve as a pass-through permanent loan to the eligible buyer of the completed unit.
- a. *Deferred Payment Loan:* No debt service payments required. Homeowner must maintain occupancy as primary residence for a period of 30 years (affordability period). Failure to comply will result in the full repayment of principal and default interest rate. Sale or transfer of the units within the affordability period shall result in the full payment of the loan. Other restrictions or provision may be imposed. Loan will be forgiven upon the completion of the affordability period.
 - b. *Principal and Interest Amortizable Loans:* Principal and Interest payments based on an amortization of 30 years, payable monthly until maturity at an interest rate not to exceed 3%, determined on the ability of the buyers payment capacity. Sale or transfer prior to the affordability period will result in the full repayment of principal plus interest. Other restrictions may be imposed.
- 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.
 - All costs of proposal preparation shall be borne by the applicant. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the applicant in the preparation and/or submission of the proposal. The applicant shall not include any such expense as part of the budget in the proposal.

- The proposal must set forth full, accurate, and complete information as required by the RFP. No contextual changes, additions or amendments to the proposal will be accepted after submission. Proposals that are incomplete, out of order, have an inadequate number of copies, lack required attachments, or have other content errors or deficiencies will be disqualified.
- The proposal must be submitted in the legal name of the entity applying for the allocation of funds. A representative of the applicant with legal authority to bind the organization in contract with the City of Miami must sign the documents and attachments required herein.
- Applicants will be subject to a credit report review as per City of Miami Resolution No. 98-581. Such a review may include credit reports on individual partners /owners, members, and/or principals.
- If the project costs increases ten percent (10%) or more of the original budget, and the developer is not able to secure additional funding within 60 days before the project commences, the project will be subject to recommendation to the Housing and Commercial Loan Committee for de-obligation of the project funding. In that case, the next eligible project on the waiting list will receive this developer's funding. Applicant must be able to close on all project funding prior to the city disbursing funds.
- All project budgets must include \$ 50,000 to cover costs incurred by the City of Miami on behalf of the project, such as recording fees and advertising costs associated with environmental clearance, as well as program delivery costs incurred by the City of Miami, if federal funding is provided
- A 10 percent (10%) retainage or less will be retained and subject to a satisfactory Cost Certification Report to be submitted as part of the Close-Out process.
- 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.
- Submission of a proposal shall constitute acknowledgement and acceptance of all terms and condition contained in this RFP.

D. REGULATORY REQUIREMENTS (FEDERAL AND LOCAL)

Rent Subsidies: Rental subsidy programs are permitted, such as Section 8, HOPWA (Housing Opportunities for Persons with Aids), and VA (Veterans Administration).

Period of Affordability: The required period of affordability compliance is no less than thirty (30) years.

Code Compliance: All projects must comply with the Florida Building Code, the Section 8 Housing Quality Standards, and the Model Energy Building Code or HUD-accepted equivalent.

If applicable, all related agreements must be subject to Davis-Bacon labor standards requirements and must contain labor standards clauses and a Davis-Bacon wage decision.

Section 3: Section 3 of the Housing Development Act of 1968, will apply as amended (12 U.S.C. 1701U), relative to the hiring and training of low- and moderate-income persons and the use of local Section 3 certified businesses. The purpose of Section 3 is to ensure that employment and other economic opportunities generated as a result of U.S. HUD Assistance or by a 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. Section 3 plan will need to be submitted by Applicant.

Environmental Clearance (if applicable): Federal funds will not be disbursed for a project until the US HUD Release of Grant conditions or a confirmation of exempt status (environmental review) has been completed by the City of Miami.

Funds expended by the Applicant to physical or choice-limiting actions including, demolition, rehabilitation, repair or construction, may not be reimbursed with City funds if they were expended before environmental clearance.

Insurance Requirements: If Applicant is a Developer and General Contractor, the insurance required will be detailed in Exhibit "E". The City reserves the right to require as additional security the provision of a payment and performance bond, letter of credit or personal guarantees.

If Applicant is a Developer and not the General Contractor, the insurance required will be Exhibit "D" for the Developer, and Exhibit "E" for the General Contractor.

Living Wage Requirements: Pursuant to Section 18-556 and 18-557 of the City of Miami Code, any funding awards from the Miami Forever Bond with contractors providing services exceeding \$100,000 annually, must comply with the City of Miami's Living Wage Requirements for Service Contracts (Ordinance #13648).

Notice to Residents: Any developer with a project that receives affordable or workforce housing incentives or benefits from the City, its departments, instrumentalities or Community Redevelopment Agencies, including but not limited to, financing, grants in kind or other grants, impact fee waivers or deferrals, parking waivers or reductions, etc., shall provide notice to the Directors of Housing & Community Development and Zoning Department so that City elected/appointed officials can notify residents of the availability of these units. Notice shall include the number of available units, street address, and contact information for the development (Ordinance #13491).

Resident Preference: Affordable and/or Workforce Housing developments receiving any benefits (such as density bonuses, impact fee deferrals, parking waivers/reductions, building permit fee deferrals) or any funds provided by the City, regardless of the source of funds, shall first provide City Residents (residing within City boundaries for 12 consecutive months) or those employed within the City's boundaries with preference to all restricted units, unless otherwise prohibited by law (Ordinance #13645).

E. GENERAL CITY OF MIAMI RESERVATIONS

The City of Miami reserves the right to:

- Extend the RFP submission deadline if such action will be in the best interest of the City.
- **The City may make changes or amendments to this RFP after it has been made available to the public. The Applicant is responsible for checking the City's website (<http://archive.miamigov.com/communitydevelopment/rfq.html>) for updates during the application period. This RFP shall remain in effect beyond the initial submission deadline. Changes to the terms and conditions will be made in accordance with funding availability. New funding opportunities will be advertised when available in the future. Applicants in the Pipeline Queue will be notified in writing when funding is made available.**
- Withdraw this RFP at any time without prior notice. Furthermore, the City makes no representation that funding will be awarded to any applicant responding to this RFP.
- Retain all proposals submitted. 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 a proposal does not affect these rights.
- Require any or all organizations or agencies receiving grants funded through this RFP to use a Centralized Accounting system selected by the City, if it be determined that this would be in the best interest of the City.
- Withdraw funding upon the City's determination that reasonable attempts to negotiate a Loan Agreement have failed. Prior to accepting the award, the applicant must meet applicable administrative and regulatory rules to meet Federal and local requirements codes or other conditions as determined by the Housing and Commercial Loan Committee and/or the City Attorney, or US HUD. It is the applicant's responsibility to be familiar with these requirements prior to accepting the award and commencing Loan Agreement negotiations.
- Deny a funding recommendation to an applicant with outstanding disallowed costs, defaulted loans, debarment actions or any other legal encumbrance, regardless of the merits of the proposal submitted.
- Reject any proposal from any developer, principal or relative entity that has defaulted on past loans or has unmet debt obligations with the City contrary to the terms set forth in the original lending agreement in any of the housing-related categories addressed in this RFP.

Conflict of Interest

If the Applicant or 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 as well as HUD's conflict of interest regulation at 24 CFR 570. The City 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. The City is committed to seeking conflict of interest waiver from US HUD after the successful waiver of any City conflicts. However, applicants should note that the granting of such waiver is at the discretion of HUD; as such the City cannot guarantee that such a waiver will be granted. The Applicant must complete and sign the conflict of interest disclosure forms included under Exhibit "F" of this RFP.

Housing & Community Development Director's Designee for Written Communications

Alfredo Duran, Deputy Director
Department of Housing and Community Development
City of Miami
14 NE 1st Ave, 2nd floor
Miami, FL 33132
E-mail: housingRFP@miamigov.com
Telephone: 305-416-2080
Fax: 305-400-5317

F. EVALUATION AND APPROVAL PROCESS

Each proposal will be evaluated by a panel selected by the Department of Housing and Community Development. An initial review will be performed to determine whether the project is eligible and that the application is complete and meets Threshold. The Applicant will be notified in writing if the initial review determines the proposal is either ineligible or incomplete.

Projects must score a minimum of 70 points to be considered for inclusion into the Pipeline Queue. However, obtaining a minimum score is not a guarantee that the project will be recommended for underwriting or to the Housing and Commercial Loan Committee or City of Miami Commission, whichever is required. The number of projects to be recommended for funding will be determined by the number of applications that scored no less than 100 points ("ready now"), as required, and the dollar amounts requested for each. Due to funding availability, recommendations may not reflect the full amount requested in the application. Staff will notify qualifying applicants in writing whether or not their proposals are being recommended and for what amount. The City of Miami's Department of Housing and Community Development will recommend projects to the Housing and Commercial Loan Committee for approval and for the level of funding to be awarded.

Award of Contract

A Contract (the "Contract" or "Agreement") may be awarded to the Applicant(s) by the Housing and Commercial Loan Committee based upon a final underwriting evaluation by the Department of Housing and Community Development and subsequent recommendation by the Department of Housing and Community Development. 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.

Contract Execution and Requirements

A Regulatory Agreement will be negotiated and executed between Successful Applicant(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 Federal, 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.***

Amendments to the Contract(s)

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

Assignment of Contract

The Successful Applicant(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.

Indemnification

The Successful Applicant(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 Applicant(s) to comply with any of the requirements specified within the Contract, or the failure of the Successful Applicant(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 Applicant(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 Applicant(s), or any of its subcontractors, if applicable and as provided above, for which the Successful Applicant(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.

Insurance

The Successful Applicant(s) shall furnish Evidence of Insurance to the Housing and Community Development Department. The department is located at City of Miami, 14 NE 1 Ave., Second Floor, Miami, FL 33132.

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 Applicant(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 Applicant(s) fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Applicant(s) has been made aware of Commission award, the Applicant may be in default of the contractual terms and conditions. Under such circumstances, the Successful Applicant(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.

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

Hold Harmless

The Successful Applicant(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 Applicant(s).

Audit Rights and Records Retention

The Successful Applicant(s) agrees to provide access to the city, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Applicant(s) which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Applicant(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 Applicant(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.

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.

Ownership of Documents

The Successful Applicant(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.

Contract Administrator

The Contract Administrator for the Contract shall be:

George Mensah
Director, Department of Housing & Community Development
or His Designee
Department of Housing & Community Development
14 NE 1 Ave., Second Floor
Miami, Florida 33132

CATEGORY←		POTENTIAL POINTS	ACTUAL POINTS
THRESHOLD ITEMS (Meeting this section alone will qualify for inclusion to Pipeline Queue)		FAILURE TO MEET THESE TWO ITEMS WILL RESULT IN DISQUALIFICATION.	
1	PROVIDE EVIDENCE OF SITE CONTROL, (DEED, PURCHASE AND SALES AGREEMENT, LEASE (99 YEARS)	(20)	
	APPLICANT MUST HAVE 3 YEARS OF DOCUMENTED EXPERIENCE IN CONSTRUCTING, OWNING AND OR MANAGING/SELLING PROPERTIES SIMILAR IN NATURE AND SIZE OF THE PROPOSED PROJECT. THE EXPERIENCE WILL BE REQUIRED OF THE PRINCIPALS OF THE DEVELOPMENT ORGANIZATION, MANAGEMENT AND/OR SALES PERSONEL.	(20)	
2	RESILIENCY CHECKLIST (ANY PROJECT TYPE)	(5)	
3	MULTIFAMILY RENTAL PROJECTS OF 20 OR MORE TOTAL PROJECT UNITS		
	PROVIDES THE FOLLOWING UNIT INCOME/RENT MIX FOR CITY FUNDED UNITS	SELECT ONLY ONE CATEGORY	
	30% AMI (20% OF TOTAL UNITS/ 50% AMI (20% OF ALL UNITS), 80%AMI (20% OF ALL UNITS) WF (40% OF ALL UNITS)	20	
	ELI (10% OF ALL UNITS), LI (10% OF ALL UNITS) WF (80% OF ALL UNITS)	15	
	ALL UNITS AVERAGING AT 60% AMI	15	
	80% OF ALL UNITS AT 60% AMI AND 20% OF ALL UNITS AT WF (UP TO 140% AMI)	10	
	40% OF ALL UNITS AT 60% AMI AND 60% OF ALL UNITS AT WF (UP TO 140% AMI)	10	
	ANY PROJECT BEING BUILD UNDER THE ATTAINABLE HOUSING ORDINANCES (MUST PROVIDE BREAKDOWN OF UNITS)	10	
4	MULTIFAMILY RENTAL PROJECTS OF 5 TO 19 OR MORE TOTAL PROJECT UNITS		
	SELECT ONLY ONE CATEGORY		
	10% OF UNITS AT 30% AMI AND REST AT WF (UP TO 140% AMI)	20	
	40% OF ALL UNITS AT 60% AMI AND 60% OF ALL UNITS AT WF (UP TO 140% AMI)	15	
	20% OF ALL UNITS AT 80% AMI AND 60% OF ALL UNITS AT WF (UP TO 140% AMI)	10	
	<i>ALL MULTIFAMILY PROVIDING COMMERCIAL AREA</i>	<i>MIX USE POINTS</i>	
	PROJECT PROVIDES COMMERCIAL AREA ON GROUND FLOOR	5	
5	HOMEOWNERSHIP DEVELOPMENTS OF ANY SIZE		
	PROVIDES UNITS FOR THE FOLLOWING UNIT INCOME LIMITS	SELECT ONLY ONE CATEGORY	

	60% OF UNITS AFFORDABLE TO 60% TO 80% AMI AND 40% OF UNITS AFFORDABLE FOR UP TO 140% AMI	20	
	40% OF UNITS AFFORDABLE TO 60% TO 80% AMI AND 60% OF UNITS AFFORDABLE FOR UP TO 140% AMI	15	
6	PROJECT ABILITY TO PROCEED		
	PROJECT STARTS CONSTRUCTION WITHIN 3 MONTHS (PROVIDE PERMIT MASTER NUMBER) (PROVIDES PLANS AND SPECS)	(20)	
	PROJECT STARTS CONSTRUCTION WITHIN 6 MONTHS (PROVIDE PLANS AND SPECS)	10	
	PROJECT SCHEDULED TO COMMENCE WITHIN 6 MONTHS TO 12 MONTHS)	5	
7	PROJECT FINANCING		
	EVIDENCE OF ALL PROJECT FINANCING IN PLACE WITH FIRM (CONDITIONAL) COMMITMENTS, EXECUTED FUNDING AGREEMENTS, FINANCIAL STATEMENTS/BANK STATEMENTS, EXECUTED EQUITY PARTNERSHIP AGREEMENTS, ETC. FOR FUNDING EXCLUDING CITY REQUESTED FUNDS	(25)	
	CONDITIONAL LETTERS OF INTENT AND ANY OTHER NON FIRM COMMITMENTS	10	
8	APPLICANT IS A CITY OF MIAMI CHDO OR IS PARTNERING WITH A CITY OF MIAMI CHDO	5	
APPLICANTS MUST MEET ALL OF THE CATEGORIES IDENTIFIED WITH PARENTHESIS () PLUS ONE SELECTION IN CATEGORY 3, 4 OR 5 TO BE CONSIDERED A "READY NOW" PROJECT AND BE ELIGIBLE FOR FUNDING IN THE NEXT AVAILABLE ROUND.			

G. Cone of Silence

CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a “Cone of Silence” is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City’s professional staff including, but not limited to, the City Manager and the City Manager’s staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

Oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION -

Any questions or clarifications concerning this solicitation shall be submitted in writing by e-mail to housingrfp@miamigov.com, to the attention of Alfredo Duran, Deputy Director, Dept. of Housing & Community Development, and a courtesy copy to the Office of the City Clerk, clerks@miamigov.com, pursuant to City’s Cone of Silence. **The solicitation title and number shall be referenced on all correspondence.** All questions must be received no later than Friday, March 15, 2019, 12 noon. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

PROJECT APPLICATION FORMS

**PROPOSAL CHECK-OFF LIST
COMPLETE "SUBMITTED" COLUMN AND INCLUDE
FORM WITH APPLICATION**

PROJECT NAME: _____

APPLICANT NAME: _____

DOCUMENTS (SUBMIT PROPOSAL AS LISTED)	SUBMITTED (YES/NO)	City Staff COMMENTS
-- Table of Contents (sequentially numbered with document)		
-- Application Form		
1. Project Narrative (Description)		
2. Location Map		
3. Original Photographs of Site/Existing Buildings		
4. Dimensional Schematic Plans		
5. Evidence of Site Control		
6. Narrative: History of Developer(s) or Agency(ies)		
7. Narrative: Development Team or Service Team Background		
8. Applicant's (or Principal's) Most Recent Financial Statements		
9. Applicant's (or Principal's) Most Recent Federal Income Tax		
10. Organizational Chart		
11. Joint Venture/Partnership Description and Agreement		
12. Project Development or Service Schedule		
13. Sources and Uses form		
14. Project Feasibility and Ability to Proceed with required documentation including: General Marketing Plan, Affirmative Fair Housing Marketing Plan, U.S. HUD Release Grant Conditions		
15. Evidence of Additional Financing (i.e. commitment letters)		
16. Justification of HCP Subsidy (if applicable)		
17. One Year through Thirty Year Operating Budget		
18. Declaration of Financial Interests		
19. Certification Regarding Debarment Suspension		
24. Sworn Statement on Public Entity Crime		

DO NOT WRITE BELOW

THIS LINE

<p>I HAVE REVIEWED ALL REQUIRED OPERATIONAL DOCUMENTS AND FIND THEM TO BE ACCEPTABLE</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <p>_____</p> <p>City Staff Representative</p> </div> <div style="width: 45%; text-align: center;"> <p>_____</p> <p>Date</p> </div> </div>	
---	--



City of Miami Affordable Housing Pipeline Application

APPLICATION

APPLICANT INFORMATION:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE: _____

FAX: _____

CONTACT PERSON: _____

EMAIL: _____

LEGAL ENTITY TYPE: _____

TAX ID #: _____

TYPE OF PROJECT:

NEW CONSTRUCTION RENTAL HOUSING: NEW CONSTRUCTION HOME OWNERSHIP HOUSING:

CITY OF MIAMI FUNDING:

Proposed Funding Sources	Amount Requested
TBD	\$

DID THIS PROJECT PREVIOUSLY RECEIVE CITY FUNDING? YES _____ NO _____

IF YES, LIST AMOUNT AND FUNDING YEAR: \$ _____ YEAR: _____

LEGAL ENTITY:

Sole Proprietor Partnership Corporation Non-Profit _ LLC

Other _____

PROJECT DESCRIPTION:

PROJECT NAME: _____

ACKNOWLEDGEMENT

On _____ 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 contract negotiations with the City of Miami.

Signature of Authorized Representative

Print Name

Title

PROJECT FEASIBILITY & ABILITY TO PROCEED

SITE CONTROL:

- *ATTACH EVIDENCE OF SITE CONTROL*
- *BUILDING AND ZONING:*

CURRENT ZONING ALLOWS _____ UNITS PER ACRE.

WILL THERE BE ANY ADDITIONAL BUILDING OR ZONING REQUIREMENTS DUE TO THE LOSS OF GRANDFATHERED ZONING RIGHTS AS THE PROJECT GOES THROUGH PERMITTING?

IF APPLICABLE, PROVIDE DETAILS REGARDING ALL PERMITS OR VARIANCES THAT MIGHT BE REQUIRED

- *IF APPLICABLE, ATTACH PERMIT OR DETERMINATION OF A BUILDING DEPARTMENT OFFICIAL AS TO WHAT PERMITS MIGHT BE REQUIRED*

IF THE PROPOSED BUILDING IS 40 YEARS OR OLDER, THE 40 YEAR RE- CERTIFICATION REPORT FROM THE CITY OF MIAMI'S BUILDING DEPARTMENT MUST BE PROVIDED.

ARCHITECTURAL PLANS:

IF APPLICABLE, PROVIDE DETAILS REGARDING ARCHITECT QUALIFICATIONS AND SELECTION

SITE ACCESSIBILITY:

LIST ANY EASEMENTS ON THE PROPERTY:

IF APPLICABLE, DESCRIBE POTENTIAL EFFECT OF EASEMENTS WITH THE PROPOSED PROJECT?

DESCRIBE THE ACCESS TO THE PROJECT (I.E. PAVED ROAD, ACCESS EASEMENT, ETC.):

ENVIRONMENTAL SAFETY:

DESCRIBE THE PREVIOUS USE OF THE PROPOSED SITE FROM 1940 TO PRESENT:

HAS THE PROPERTY EVER BEEN USED FOR STORAGE OF HAZARDOUS OR TOXIC MATERIALS?

___ YES ___ NO

ARE THERE ANY POTENTIAL ENVIRONMENTAL HAZARDS?

- *ATTACH PHASE I ENVIRONMENTAL REPORT*

USE OF EXISTING INFRASTRUCTURE:

DESCRIBE AVAILABLE UTILITIES AND INFRASTRUCTURE AT THE PROJECT SITE.

ELECTRICITY:

WATER /SEWER:

ROADS:

- ATTACH LETTERS FROM THE LOCAL GOVERNMENT VERIFYING AVAILABLE INFRASTRUCTURE.

MARKETING PLAN:

IS THERE A MARKETING PLAN? ___YES ___ NO WHO WILL MANAGE MARKETING?

- ATTACH A COPY OF THE MANAGEMENT PLAN (THE PLAN SHOULD INCLUDE: FAIR HOUSING COMPLIANCE PROCEDURES, OWNER QUALIFICATION PROCEDURES, AND RECORD KEEPING)

EMPLOYMENT – JOB CREATION

HOW MANY JOBS ARE PROJECTED TO BE RETAINED BY THIS PROJECT: _____

HOW MANY JOBS ARE PROJECTED TO BE CREATED BY THIS PROJECT: _____

HOW MANY OF THESE NEW JOBS ARE PROJECTED TO BE FILLED BY SECTION 3 RESIDENTS: _____

GENERAL CONTRACTOR INFORMATION:

PLEASE DESCRIBE PROCESS TO SELECT GENERAL CONTRACTOR:

ALSO, IF SELECTION OF GENERAL CONTRACTOR (GC) HAS OCCURRED, PROVIDE THE FOLLOWING:

GENERAL CONTRACTOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

FLORIDA CONTRACTOR’S LICENSE NO.: _____ AND COPY _____

YEAR OF ISSUANCE: _____

- COPY OF ADVERTISED BID FOR GENERAL CONTRACTOR SERVICES
- REFERENCE(S); ATTACH ADDITIONAL PAGES IF NECESSARY
- ATTACH A LIST OF AFFORDABLE HOUSING PROJECTS CONSTRUCTED BY THE GC. INCLUDE THE NAME, ADDRESS, PROJECT DESCRIPTION, COST, DATE OF COMPLETION, OR CURRENT STATUS.
- COPY OF SCOPE OF SERVICES, SCHEDULE OF VALUES, AND SIGNATURE PAGE

EVIDENCE OF AVAILABILITY OF PROJECT FINANCING
(THIS INFORMATION MUST MATCH SOURCES LISTED IN SOURCES AND USES)

FOR EACH SOURCE OF FINANCING, SPECIFY AS FOLLOWS: (ATTACH ADDITIONAL PAGES IF NECESSARY)

NAME OF INSTITUTION OR ENTITY: _____ CONTACT PERSON: _____

TELEPHONE NUMBER: _____

AMOUNT OF LOAN/GRANT: \$ _____

INTEREST RATE: _____ TERMS: _____ AMORTIZATION: _____

TYPE OF COMMITMENT: _____

ACKNOWLEDGEMENT

ON _____, 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.

AUTHORIZED REPRESENTATIVE SIGNATURE

PRINT NAME OF AUTHORIZED REPRESENTATIVE
(Title of authorized representative)

SUPPLEMENTAL FORMS

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 is 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)

Sworn to me and subscribed before me this ____ day of _____, 2019.

Personally _____ known

Or produced identification ____ Notary Public—State of _____

_____ My _____ commission expires

(Type of Identification)

(Printed, typed or stamped commissioned name of notary public)

APPLICANT:

AUTHORIZED REPRESENTATIVE STATEMENT

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

<u>POSITION</u>	<u>NAME</u>	<u>TELEPHONE NUMBER</u>
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: _____

**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 judgment 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 /DEVELOPER

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

DATE

**CITY OF MIAMI
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
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, have the need to 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
(Organization)
that will operate programs for 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.

C.P.A.

(Name of Firm)

(Typed Name of Accountant)

(Date)

C.P.A.

(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.

DECLARATION OF FINANCIAL INTERESTS

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

	YES	NO
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. HUD Section 108 Loan	<input type="checkbox"/>	<input type="checkbox"/>
Other 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.

Name and Title of Authorized Representative

DATE: _____

Signature of Authorized Representative

DATE: _____

CITY OF MIAMI
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
SOURCES AND USES: NEW CONSTRUCTION/REHABILITATION AFFORDABLE RENTAL HOUSING

APPLICANT: _____

PROJECT NAME: _____

Evidence of source must be included

	Financing Sources: Specify Name						
	Total Project	HOME Funds	Other Financing	Other: _____	Other: _____	Other: _____	Equity Investment
Land Acquisition							
<u>Hard Costs</u>							
Construction (incl. Site work)							
Construction contingency							
Construction: Concrete/Soil Test							
Appliances							
Construction Supervision							
Total Hard Costs							
<u>Soft Costs</u>							
Arch Design, Civil Engineering							
Impact & School Fees							
Permits / Fees							
Legal							
Licenses / Environmental / Utility Fees							
Appraisal / Surveys							
Insurance: Construction Period							
Marketing / Advertising							
Loan Closing / Financing Fees							
Interest / Carrying Costs							
Title Insurance & Recording							
Temporary/Permanent Relocation Fees							
Taxes							
<i>For Use by City: City incurred costs</i>	\$50,000						
Developer's Fees & Overhead							
Soft Cost Contingency							
Total Soft Costs							
Total Project Cost							

***DEVELOPMENT SCHEDULE**

Scope of Work	Estimated Date	Actual Date
Closing on Total Project Financing by Source	Month/Year	Month/Year
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
Finalize Partnership	_____	_____
Selection of Architect	_____	_____
Appraisal/Market Study	_____	_____
Engineering Report	_____	_____
Architectural Plans and Specifications	_____	_____
City or County Environmental Clearance	_____	_____
Site Plan Approval	_____	_____
Working Drawings Completed	_____	_____
Submit Drawings for Permit Approval	_____	_____
Construction Bids	_____	_____
Selection of General Contractor	_____	_____
Building Permits Issued	_____	_____
Start of Construction	_____	_____
Construction Completion @ 40%	_____	_____
Construction Completion @ 80%	_____	_____
Construction Completed - C.O.	_____	_____
Rentals – 90% Occupancy	_____	_____
Temporary/Permanent Relocations	_____	_____

*Not limited to format or detail but must include these items.

DOCUMENT 00200-B

SECTION 3 BUSINESS PREFERENCE CLAIM FORM

OPTIONAL DOCUMENT: Only applicable to current MDPHA certified Section 3(S-3) businesses who wish to claim a bidder's preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder's preference. Business application requests may be faxed to MDHA at 305-643-1773.

*****Only initial those items applicable to your firm.**

1. ____ (Initial) _____ (Firm Name) was certified by MDPHA as an S-3 Business on ____ (Date). Said firm is claiming a preference for the bid, identified below.
2. ____ (Initial) Firm's original business certification was based on proof that firm owner was low or very low income. Firm owner's current family income meets the definition of a very-low or low-income household.
3. ____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of S-3 full-time employees to non-S-3 employees continues to be at least 30% or higher.
4. ____ (Initial) Said firm has attached Document 00452, "Employee List". This list includes all current employees and is back-up for item no. 3 above.
5. ____ (Initial) Said firm has attached, for each new S-3 employee (hired since original business certification date shown under item one above, if this proof has not previously been provided to MDPHA Office of Compliance staff), Documents 00401, "Resident or Employee Preference Claim" and 00402, "Household Income Verification", or other applicable documentation, to demonstrate whether any new employees who have been hired after date of business certification meet the definition of a low or very-low income Miami-Dade family (based on household size and family income).

If items 4 and 5 above are initialed by bidder and/or applicable to bidder, bidder must attach the listed S-3 documentation. FAILURE TO DO SO SHALL INVALIDATE BIDDER'S S-3 BUSINESS PREFERENCE CLAIM.

BID NUMBER _____

BID NAME _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: _____

EXHIBIT "A"
City of Miami Map

EXHIBIT "A1"
AFFORDABILITY STUDY

AFFORDABILITY STUDY

COMPLETED FOR: _____

SOURCE: _____ FAMILY SIZE: _____ Income LEVEL: _____

PREPARED BY: _____ DATE: _____



ANNUAL INCOME: _____ MONTHLY GROSS: \$0
 _____ OF MEDIAN, MAX SUBSIDY: _____
 NO. OF BEDROOMS: _____ MEDIAN INCOME: _____



PURCHASE PRICE: _____
 _____ % OF DOWN PAYMENT: _____

GROSS REQUIRED FINANCING: \$0

Bank 1st MTG _____
 _____ 2nd MTG _____
 _____ 3rd MTG: _____
 _____ 4th MTG: _____

City Passthrough 
 City of Miami 
 MDHA
 HOP

\$0



				MONTHLY PAYMENTS	*	MONTHLY RATIOS
_____	1ST MTG P&I AT	_____	0.00 %	_____	*	
			30 YRS	_____	*	
_____	APPROX TAXES			_____	*	
_____	APPROX INSURANCE HAZ/FLD.			_____	*	

_____	APPROX MAINT.				_____	*	
						*	
	1ST MTG TOTAL DEBT TO				_____	*	_____
						*	
_____	\$0 2ND MTG AT	_____	0	%	_____	*	
						*	
_____	\$0 3RD MTG AT	_____	0	%	_____	*	
						*	
	TOTAL 1ST, 2ND, AND 3RD MTG PAYMENT				_____	*	_____
						*	
						*	
	OTHER DEBTS / CHILD SUPPORT				_____	*	
	TOTAL PMT MTG & DEBTS				_____	*	_____

COMMENTS: _____

EXHIBIT "B"
RESILIENCY CHECKLIST

**CITY OF MIAMI
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

RESILIENCY CHECKLIST

The following list of resilience criteria items is included as part of the Request for Proposal. Please indicate which will be incorporated into the properties being constructed or rehabilitated.

First Category Items: (Must check all items)

- Water-Conserving Appliances and Fixtures (toilets, shower heads, faucets)
- Energy Star Appliances (refrigerator and stove)
- Efficient Lighting Interior/ Exterior
- Construction Waste Management
- Low/no Volatile Organic Compounds (VOC) Paints and Primers
- Exhaust Fans – Bathroom/Kitchen
- Storm Drain Labels
- Building Maintenance Manual
- Tenant’s Manual
- New Tenant Orientation
- Plant native shade trees on-site, especially near the building as a cooling feature.

Second Category: Five (5) Items: (Must pick 5 from this second category)

- Recycled Content Material
- Reduce Heat-Island Effect: Roofing
- Reducing Heat-island Effect: Planting
- Urea Formaldehyde-free Composite Wood
- Green label Certified Floor Coverings
- Water Heaters: Mold Prevention
- Materials in Wet Areas: Surfaces/ Tub and Shower Enclosures
- Water Drainage
- Clothes Dryer Exhaust
- Integrated Pest Management
- Lead-Safe Work Practices
- Healthy Flooring Materials: alternative sources
- Water-Permeable Walkways
- Water-Permeable Parking Areas
- Smoke-free Building
- Combustion Equipment (includes space & water-heating equipment)
- Provide essential equipment, especially electrical/HVAC, is elevated 2-5 ft above base flood elev.
- On-site backup power generation.
- Create or ensure access to parks and open/natural spaces.
- Ensure and/or facilitate connectivity to public transit.
- Ensure a safe a pleasant pedestrian through bike lanes, shaded sidewalks, and LED street lights.
- Parking electric vehicle (EV) charger capability. EV charger in at least one parking spot

EXHIBIT "C"
SECTION 3

SECTION 3 COMPLIANCE

The following paragraphs will be included in the winning Applicant's contract with the City of Miami (if applicable):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects 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 HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 3 REQUIREMENTS

I. ASSURANCE STATEMENT

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

II. AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

- (a) Set forth the approximated number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.
- (b) Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.
- (c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:
 - (1) Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and
 - (2) Identification within the bid documents, if any, of the applicable Section 3 project area.
 - (3) Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

III. BIDDING AND NEGOTIATION REQUIREMENTS

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signed of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Applicant, recipient and contractors should insert plan for utilization of project area business in the bid documents. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job just show in their bid what they will do to implement Section 3. They must in this bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidder's responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES AND EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

City of Miami
SECTION 3 ECONOMIC OPPORTUNITY PLAN QUESTIONS

The Section 3 Economic Opportunity Plan must describe the proposed strategies for achieving the Section 3 training and employment numerical goals, and subcontracting numerical goals (where subcontracting is allowable in the Bid.)

Please review the information below, and **provide your responses on separate paper**. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:

(1) COMPANY NAME

(2) YOUR NAME AND PHONE NUMBER

(3) BID NUMBER AND NAME

SAMPLE PLAN QUESTIONS

PLEASE RE-TYPE YOUR OWN FIRM'S PLAN ON YOUR FIRM STATIONERY

FIRM NAME, ADDRESS, TELEPHONE AND FAX NUMBER

Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area. The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is John Doe, President (or the appropriate title of this individual), of name of firm (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. John Doe has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan (Plan.)

Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Meet with resident associations and managers at the public housing site where work is to take place, first, and second, at other public housing sites.
2. Schedule a time and place for public housing residents to complete job applications.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

Question #3

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each CITY OF MIAMI project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

1. Contractor's Resource Center
2. Small Business Administration
3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the CITY OF MIAMI and other organizations about the type of work needed to complete each CITY OF MIAMI project,
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
3. Clarify the definition of a Section 3 resident and business,
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified firms that are qualified to perform work with an opportunity to submit price quotations for CITY OF MIAMI project work, and where financially feasible, hire such firms as subcontractors.

Documentation of Outreach to find Eligible Section 3 Subcontracting Firms

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.
2. Contractor will fax the CITY OF MIAMI Solicitation Letter to all firms that these organizations identify, based on each category of work required for each project.
3. Contractor will provide CITY OF MIAMI with copies of its facsimile receipts to each of the organizations listed in its Plan and their responses.
4. Contractor will provide CITY OF MIAMI with copies of its facsimile receipts and responses received from every firm that is faxed for each CITY OF MIAMI project.
5. Contractor will provide CITY OF MIAMI with an outreach close-out letter for each project awarded that

refers to an attached outreach summary report. If Contractor is unable to meet CITY OF MIAMI's requirement to contract at least 10% of the award amount to Section 3 businesses, Contractor will include in its close-out letter an explanation as to why this requirement was not met.

6. The outreach summary report, referred to in No. 5, above, will list all contacts made to each organization or association, the individual firms subsequently contacted, categorized by trade, and the bid amount or other type of responses received from each firm (similar to the sample outreach summary report attached to Contractor's Plan.)

7. If a firm is non-responsive, Contractor agrees to make a second attempt at getting them to respond, failing which, Contractor will move on to another company, all of which will be submitted to the CITY OF MIAMI, and referred to in the outreach close-out letter and summary report.

Question #4

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)

Describe plans to structure project activities in ways to create opportunities for Section 3 firms to participate, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by: _____ Submission Date: _____

President Name, President

**CITY OF MIAMI
SECTION 3
NEW HIRES SECTION 3 MONTHLY COMPLIANCE FORM**

FIRM NAME: _____

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms they hire for this project.

Review the information below, check all that apply to:

Project Name: _____

Project Address: _____

Additionally, please review and comply with Steps 1 and 2 below:

1. **You must sign** and date this form for every pay period in connection with this project and **hand deliver or mail to: City of Miami, Department of Housing & Community Development, 14 NE 1st Avenue, 2nd Floor, Miami, Florida 33132. Attn: Sergio Garcia**

2. When you hire a Section 3 resident in connection with this project, you must also complete and submit a MONTHLY report (attached) for every pay period worked, to the designated Community Development Project Manager.

MONTH: From: _____ To: _____ (ex: From: Jan 1, 20XX TO: Jan 31, 20XX)

Check any that apply:

<input type="checkbox"/>	I have not hired any new employees during the pay period/MONTH specified.
<input type="checkbox"/>	I have hired _____ Section 3 employees and/or _____ non-Section 3 employees during the pay period shown here.
<input type="checkbox"/>	I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)
<input type="checkbox"/>	I have advertised to fill any vacancies at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.
<input type="checkbox"/>	Placed signs or posters in prominent places at each of the above listed developments
<input type="checkbox"/>	Taken photographs of the above item to document that the above step was carried out
<input type="checkbox"/>	Distributed employment flyers to each of the residents at these developments Posted employment flyers to each of the residents at these developments
<input type="checkbox"/>	Contacted City Environmental Specialist or City of Miami employment referrals and HUD Youthbuild Program referrals (if applicable)
<input type="checkbox"/>	Contacted U.S. HUD State Officer at (305) 536-4421 to identify any HUD Youthbuild programs currently operating in Miami-Dade County; then contacted these programs for Youthbuild referrals
<input type="checkbox"/>	Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired
<input type="checkbox"/>	Retained copies of any employment applications completed by public housing Section 8 certificate or voucher holders or other Section 3 residents
<input type="checkbox"/>	Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement
<input type="checkbox"/>	Sent proof of all checked items to the City's Section 3 representative above via fax at (305) 416-2090 and delivered to: City of Miami, Dept. of Housing & Community Development, Attn: Sergio Garcia, 14 NE 1 Ave., Second floor, Miami, FL 33132.

SIGNATURE

Print Name & Title

Date

List all new hires for the above period below:

Employee Name: _____

Hire Date: _____

Position: _____

Section 3 Resident (Y/N): ____

Training being provided (Y/N): if yes, type: _____

Employee Name: _____

Hire Date: _____

Position: _____

Section 3 Resident (Y/N): ____

Training being provided (Y/N): if yes, type: _____

Employee Name: _____

Hire Date: _____

Position: _____

Section 3 Resident (Y/N): ____

Training being provided (Y/N): if yes, type: _____

Employee Name: _____

Hire Date: _____

Position: _____

Section 3 Resident (Y/N): ____

Training being provided (Y/N): if yes, type: _____

Employee Name: _____

Hire Date: _____

Position: _____

Section 3 Resident (Y/N): ____

Training being provided (Y/N): if yes, type: _____

EXHIBIT "D"
INSURANCE REQUIREMENTS DEVELOPER

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-
CD CONSTRUCTION PROJECTS
CONSTRUCTION REQUIREMENTS- DEVELOPER**

I. Commercial General Liability (Primary and Non Contributory)

Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$1,000,000

Endorsements Required

City of Miami included as an Additional Insured
Premises and Operations Liability
Contingent Liability
Contractual Liability
Explosion, Collapse and Underground Hazard

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

Endorsements Required

City of Miami included as an Additional Insured

III. Worker's Compensation

Limits of Liability

Statutory-State of Florida

Waiver of subrogation

IV. Employer's Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT "E"
INSURANCE REQUIREMENTS
DEVELOPER/GENERAL CONTRACTOR

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-
CONSTRUCTION REQUIREMENTS CD PROJECTS**

I. Commercial General Liability

- A. Limits of Liability
- | | |
|---|--------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Products/Completed Operations | \$ 1,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
- | | |
|--|--------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |

B. Endorsements Required

City of Miami listed as an Additional Insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

B. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

IV. **Umbrella Policy**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$2,000,000

Aggregate \$2,000,000

City of Miami listed as an additional insured

Excess Follow Form over all applicable liability policies contained herein

V. **Owners & Contractor's Protective**

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

City of Miami listed as named insured

VI. **Payment and Performance Bond** \$ Full Value

City of Miami listed as an Obligee

VII. **Builder's Risk/Installation Floater**

Causes of Loss: All Risk of Direct Physical Damage or Loss

Valuation: Replacement Cost

Deductibles: 5% Wind, Hail, and Flood

Coverage Extensions included

City of Miami listed as an additional insured and loss payee

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT "F"
CONFLICT OF INTEREST FORMS

City of Miami Department of Housing & Community Development
CONFLICT OF INTEREST DISCLOSURE FORM

Conflict of Interest Regulation U.S. HUD's Conflict of Interest provisions are set forth at 24 CFR 570.611(b) which provide in relevant part that "...no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.."

24 CFR 570.611 (c) describes the persons covered by the above rule as being applicable to "Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient, or any designated public agencies, or of subrecipients that are receiving funds under this part."

The purpose of this document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any contract, finding or providing assistance. The term "Conflict of Interest" refers to situations in which financial or other personal considerations may compromise or have the appearance of compromising professional judgment in following the rules and regulation of the program. Please mark the appropriate box for each question and complete the attachment if indicated. This form (with Attachment, if required) must be completed and returned to your Contract Compliance Analyst.

Agency Name: _____ Funding Source: _____
Address: _____ Contract Amount: _____
City, State, Zip: _____ Project #: _____

A. Family Relationships:

Does any employee, board member or person (as described above) in your agency have a family member directly or indirectly involved or employed with the Department of Housing & Community Development and/or City of Miami that creates a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

YES NO (if YES, please complete Part A of the Attachment)

B. Program Relationships:

Does any employee, board member and/or person (as described above) in your agency serve or is appointed in a Department of Housing & Community Development and/or City of Miami Board/Committee that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

YES NO (if YES, please complete Part B of the Attachment)

Does an employee of the Department Housing & Community Development and/or City of Miami serve in the agency's Board of Directors, which may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

YES NO (if YES, please complete Part B of the Attachment)

Does any elected official of the City of Miami serve on your agency's Board of Directors, which may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

YES NO (if YES, please complete Part B of the Attachment)

Is any employee, board member and/or person (as described above) in your agency involved in any other activity, directly or indirectly, with the Department of Housing & Community Development and/or City of Miami that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

YES NO (if YES, please complete Part B of the Attachment)

C. Business Relationships:

Is any employee, board member or person in your agency or a family member (spouse, child, stepchild, parent, sibling, or domestic partner) involved as an investor, owner, employee, consultant, contractor, or board member with an entity that has a contractual relationship with the Department of Housing & Community Development and/or City of Miami to provide goods or services, sponsor development activities and/or receive referrals from the Department of Housing & Community Development and/or City Of Miami?

YES NO (if YES, please complete Part C of the Attachment)

I have read and understand the Conflict of Interest Disclosure Form. I have disclosed all information required by this disclosure, if any, in an attached statement. I agree to comply with any conditions or restrictions imposed by the Department of Housing & Community Development and/or City of Miami to reduce or eliminate actual and/or potential conflicts of interest. I will update this disclosure form promptly if relevant circumstances change. I understand that this Disclosure is not a confidential document.

If U.S. HUD determines that a conflict of interest exists, this contract may be terminated and you may be required to return any and all funding allocated, whether used or not used.

Print Name: _____ Date: _____

Signature: _____ Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM ATTACHMENT

Agency Name: _____ Funding Source: _____

Address: _____ Contract Amount: _____

City, State, Zip: _____ Project #: _____

If you answered YES to any question on the previous page, please complete the relevant section(s) below. If you answered NO to all questions, you may discard this attachment. Give your complete form to your Program Representative.

PART A: FAMILY RELATIONSHIPS

1. Name of the family member (s) directly or indirectly involved or employed at Department of Housing & Community Development and/or City of Miami:

2. Do any of the family members work in the program area? _____

3. Are any of the family members elected officials of the City of Miami?

4. Relationship: _____ Position: _____

Department: _____ Supervisor: _____

PART B: PROGRAM RELATIONSHIPS

1. Other Activities: Name and describe the activity and/or program that you are directly or indirectly involved with:

2. Have you used the agencies' name, resources (facilities, personnel, or equipment), or confidential information in connection with the activity and/or program described in #1?

YES NO if YES, describe the resource used:

3. Name of the employee, board member or person (as described above) serving or appointed to serve in a Department of Housing & Community Development and/or City of Miami Committee or Board:

4. Name of Board: _____

5. Name of the Department of Housing & Community Development and/or City of Miami Committee employee or City official who serves on your agency's Board of Directors.

Name: _____ Position: _____

Department: _____ Supervisor: _____

PART C: BUSINESS RELATIONSHIPS

Please complete this section for each business relationship, or attach a separate explanation of business and research activities.

1. Name of business: _____
2. Categorize the business' relationship with the Department of Housing & Community Development and/or City of Miami.
 - Consultant or advisor
 - Research activities
 - Business or referrals
 - Other contractual or business relationship

Briefly, describe the business, or licensing activity: _____

3. Who is involved with the business? Check all that apply:

- Employee (Name) _____
- Family member (name and relationship) _____

Describe the position or involvement (check all that apply):

- Owner/Investor
- Board Member
- Employee/Manager
- Other

4. Are you receiving any type of compensation? No Yes
If yes, describe:

5. Who at the Department of Housing & Community Development and/or City of Miami oversees the relationship with this business?

Name: _____ Title: _____

Department: _____

Phone: _____

Print Name: _____

Executive Director

Date: _____

Signature: _____

Date: _____

**CITY OF MIAMI
CONFLICT OF INTEREST**

Section 2-612. Transacting business with the city; appearances before city boards; post-employment restrictions; participation in the award of certain contracts under the procurement ordinance; penalties, etc.

d) The director of the department and/or his designee and/or members of the selection committee who are city employees recommending a contract award of not less than \$500,000.00, shall be restricted for a two-year period, after the director and/or his designee and/or the member has left city service or terminated city employment, from receiving compensation or employment from any contractual party when the director/or his designee and/or the member participated in the award of the contract subject to the procurement ordinance of the city, including without limitation waivers, with the following conditions and definitions:

1. The word "member" as used in this section shall include all city employees who are members of the selection committee which has recommended a contract award;
2. The word "director" shall mean the director, or his/her designee, of any city department, division, authority, board, of office recommending a contract award, and with respect to the boards referenced in section 18-72, the executive director of such board, or his/her designee, providing, however, that his section shall not apply to the community redevelopment agency;
3. The word "director" shall exclude the city manager and the chief procurement officer as defined in section 18-73;
4. This section shall not preclude the member or director, or his/her designee, from working for the contractual party on an entirely unrelated contract. The phrase "contractual party" is defined in section 18-73. The employment or contractual relationship cannot relate directly to the contract that was recommended by the selection committee in which the member participated and/or that was recommended by the director or his/her designee.

e) Penalties. A violation of this ordinance may be punished by imposition of the maximum fine and/or penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

I have read and understand the conflict of interest section above, and it does not apply to the Applicant's principals and/or consultants, sub-consultants, contractors or subcontractors :

Print name: _____ Date: _____

Signature: _____

EXHIBIT "G"
AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP)

Sample fillable AFHMP forms can be found on HUD's website and are ultimately completed and submitted to the Department of Housing & Community Development.

HUD form 935.2a **Affirmative Fair Housing Marketing Plan (Multifamily Housing)** and HUD form 935.2B **Affirmative Fair Housing Marketing Plan (Single Family Housing)** are available for downloading and printing on the following web page https://www.hud.gov/program_offices/administration/hudclips/forms/hud9a