

REQUEST FOR PROPOSALS

PROJECT MANAGEMENT SERVICES

**2008 SUPPLEMENTAL CDBG APPROPRIATION UNDER
THE ROBERT T. STAFFORD RELIEF AND
EMERGENCY ASSISTANCE ACT**

**FUNDING PROVIDED BY THE
STATE OF FLORIDA SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND MIAMI-DADE COUNTY**

CITY OF FLORIDA CITY, FLORIDA

REQUEST FOR PROPOSALS FOR PROJECT MANAGEMENT SERVICES

I. PURPOSE:

- A. The City of Florida City, Florida (hereinafter called "the City"), in accordance with the Florida Department of Community Affairs' (hereinafter called "DCA") policies and applicable components of Chapter 9B-43, Florida Administrative Code, 24 Code of Federal Regulations 85.36 and Chapter 287.055, Florida Statutes ("Consultants' Competitive Negotiations Act"), is requesting proposals from qualified federal project management and grant administration firms (hereinafter called "firm or firms") to provide project management services relative to the City's Florida Community Development Block Grant (hereinafter called "CDBG") Program, 2008 Supplemental Appropriation under the Robert T Stafford Disaster Relief and Emergency Assistance Act Project (Hurricane Fay). Funds are provided DCA and Miami-Dade County (hereinafter called "the County")
- B. The City will be entering into a contract with the County for \$492,344 to provide the funding for this project. There will be approximately \$428,642 available for construction. The project consists of 21 French drains and restoration of sidewalks, driveways, roadways, and landscaping displaced during construction. The total budget for the project including administration, engineering and construction is approximately \$492,344. The budget for project management services is \$24,617.20.
- C. The requested services shall include, but not be limited to services affecting all activities, no matter which, are chosen by the County such as conducting HUD/NEPA environmental review(s) requesting and obtaining release of funds (RROF), Coordinating with and responding to DCA, coordinating and conducting citizen participation, developing agency contract documents, developing agency progress reports, tracking and developing submissions such as Section 3 and MBE contract reporting, closeout report submissions, tracking and managing program funds in compliance with CDBG guidelines, developing required CDBG public record systems, preparing for and assisting with program audits and site visits, fair housing requirements, monitoring any CDBG funded activities for general CDBG administrative requirements before payments, and services related to specific activities such as Davis-Bacon interviews and payrolls reviews, CDBG acquisition requirements, Uniform Relocation Act compliance, construction progress inspections, contractor pay estimate and change order technical review and recommendations, other CDBG delivery services where needed, technical support on any other requirements or criteria for implementation of each activity.
- D. Grant compliance with State of Florida Small Cities Community Development Block Grant Program requirements will be required.

II. SCOPE OF SERVICES:

- A. The firm selected shall be required to provide project management services whose level and scope will be determined by the City. Specific services required shall include, but not be limited to:
 - 1. Grant Project Management

- a. Review of revisions and/or preparation of grant documents where needed
- b. Representation during site visits, DCA and County monitoring and audits
- c. Develop required project record and filing system for all local / original documents
- d. Oversee project schedule and compliance, including regular monitoring and updates
- e. Coordination with other agencies, partners, recipients and contractors
- f. Oversight and coordination of citizen input and meetings (coordination and response to citizen complaints)
- g. Develop, process and track amendments and other plans where needed
- h. Provide regular project status reports and other required reports
- i. Provide all other necessary technical assistance
- j. Assemble and complete the grant/sub-grant contracts forms
- k. Keep a duplicate grant contract binder file for tracking grant activity.
- l. On-site organizing and updating record files on a regular basis for easy use
- m. Establish a control budget and timeline for monitoring progress and communicating with all parties
- n. Coordinate, attend and respond at agency monitoring visits, site visits, commission meetings and internal audits
- o. Provide agency reports (EEO, Fair Housing, Section 3, EEO goals, Davis Bacon, etc).
- p. Identify conflicts of interest and coordinate the issuance of a waiver if necessary.
- q. Monitor all project activity to ensure compliance
- r. Status reports to include: grant contract status, any significant administrative, actions that could affect the contract, quality control activities and results, major accomplishments, success stories, etc., work plan issues, updates to HUD 2880 disclosures, MBE/WBE performance reporting, available CDBG budget and uses of funds, presentations
- s. Develop, review and update any required policies and procedures
- t. Review all grant agreements for compliance, requirements and special conditions
- u. Close coordination with the City Engineer who is under contract to the City to design, and provide construction oversight for the project.
- v. Close coordination with the City Public Works Department in meeting the needs and standards of the City and Miami-Dade County

2. Financial Oversight

- a. Request and obtain release of funds
- b. Develop project financial management system for receiving and disbursing funds
- c. Develop budget for project contract
- d. Track and develop all RFF's as a guide to the City financial contact
- e. Provide guidance and support to that financial contact person on each request for funds for additional financial control.
- f. Control budget tracking
- g. Review change orders for grant and budget compliance
- h. Review amendments for grant and budget compliance

- i. Supervision of payment authorizations
 - j. Maintain project account records
3. Project Delivery Services
- a. Prepare environmental review and required record and release of funds including site/project specific inspections and checklist
 - b. Request wage decisions where applicable and provide subgrantee / contract guidance for wage specific activities
 - c. Where applicable, review related contractor payrolls, conduct wage interviews for specific projects
 - d. Develop intake notices and beneficiary processing (where needed) on any direct benefit activity
 - e. Review bid/contract documents for specific activities for CDBG grant compliance
 - f. Review construction contract documents and supporting information for CDBG compliance
 - g. Attend preconstruction conferences in person where applicable for specific activities
 - h. Monitor contractor performance with visits to sites
 - i. Review, revise and submit to staff for comment as needed any contractor, beneficiary, and vendor forms to be utilized for CDBG programs.
 - j. Provide CDBG contract guidance for infrastructure design or construction bids and contracts.
 - k. Meet with applicable City departments as needed for specific activities
 - l. Establish and manage construction schedules
 - m. Review bid documents and specifications for CDBG/compliance, and order any wage determinations or other project specific CDBG forms and instructions to be included in bid documents
 - n. Work with City staff and the City Engineer to bid out, select and, contract with all vendor/contractors, including obtaining any advanced approvals from the County or DCA
 - o. Work with City staff and City Engineer to award bids for construction of all appropriate activities
 - p. Coordinate meetings with staff and contractors to review and sign all construction contracts, ensuring that all forms requiring signature are completed
 - q. Attend any pre-bid or pre-construction conferences as needed to provide guidance on CDBG requirements
 - r. submit copies of notice to proceed, debarment certification, and other related construction documents to DCA for clearance
 - s. Review contractor's request for payments and visit the site to ensure progress and performance before initial payment and final payment
 - t. Review all change orders before approval
 - u. Verify Davis Bacon payrolls, EEO subcontracting or similar performance documents are on file before final pay is release
 - v. track punch list, final completion release and permit clearances
 - w. Review final any change order and pay requests
 - x. Review final construction documents for completeness
 - y. Review and ensure compliance with handicap accessibility, Uniform Relocation Act, Davis Bacon, Copeland Anti-kickback, Civil Rights, Section 3 requirements, Anti-displacement/Relocation, Fair Housing, 24 CFR Part 570 and any other related federal requirements affecting the grant

activities and requiring documentation and forms to demonstrate compliance

4. Post-project Activities

- a. Balance final project budget, including closeout amendment if necessary
- b. Gather all necessary project completion supporting documents
- c. Prepare documents for administrative/financial close-out of the project
- d. Prepare all final reports
- e. Review City files to ensure that the City has a complete set of project documents

B. The time period from awarding the contract for project management services to delivery of the closeout package must not exceed 18 (eighteen) months.

III. SCHEDULE OF WORK PERFORMANCE:

- A. Firms are advised that the capacity to initiate and coordinate all services in a timely and efficient manner is a significant factor. It is anticipated that it will be necessary for the selected firm to commence project management services immediately after selection.
- B. Firms who cannot meet this project schedule will be automatically eliminated from further consideration.

IV. TYPE OF CONTRACT:

- A. The City intends to negotiate a firm fixed fee contract or "cost not to exceed" type contract for the project management services requested.
- B. All responding firm's qualifications will be evaluated and the most qualified firm will be selected, subject to the negotiation of fair and reasonable compensation.

V. RESPONSIBILITY:

- A. The firm selected shall be required to assume responsibility for all services offered by the firm's proposal regardless of whether they are produced "in-house" or performed under a joint or sub-contractual arrangement.
- B. Such firm will be the sole point of contact with regard to this project.

VI. SUBMITTAL INSTRUCTIONS:

- A. All proposals must be submitted in writing by 5:00 pm on _____, 2011 to receive administrative consideration. Firms mailing their proposals should allow normal delivery time to ensure receipt of their proposals by the City. Proposals should be addressed to: Ms. Jennifer Evelyn, City Clerk, 404 West Palm Drive, Florida City, Florida 33034, or hand-delivered to the above address prior to the submission deadline.
- B. Firms and individuals shall submit one original (1) and five (5) copies of their proposal to the above-referenced contact person and address in sealed

packages and marked clearly: "Sealed Proposal for 2008 Supplemental Appropriation under the Robert T Stafford Disaster Relief and Emergency Assistance Act Project (Hurricane Fay) Project Management Services" and the firm's name and address. To facilitate effective evaluation by the City, Proposals shall be limited to a maximum of 40 pages. Minority Business Enterprise Certifications, statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late Proposals will be returned unopened. Proposals will be opened as soon as possible after the submission deadline and evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the City, a short list of qualified firms may be asked to give a short presentation/interview as part of the selection process. The City supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

- C. Questions concerning the "RFP" should be directed by email to Mr. Rick Stauts at craexdir@floridacityfl.gov.

VII. PROPOSAL CONTENT AND FORMAT

- A. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any firm submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. The City reserves the right to waive irregularities in the proposal and reject any and all proposals and to request additional information from responding firms if deemed necessary.
- B. Letter of Transmittal: Responding firms shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
1. State the location of the office from which the work is to be accomplished.
 2. Describe the firm's general qualifications and the range of activities performed by the firm.
 3. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.
 4. State the firm's familiarity or ability to become familiar with the needs and conditions that exist within the project area(s).
 5. Certify that the firm can and will comply, where applicable, with all rules and regulations of the Miami-Dade County, the City of Florida City, and the Florida Department of Community Affairs. Provide any additional information that the proposer feels is essential to their proposal.
 6. Indicate if your firm is a Certified Minority Business Enterprise.
 7. State that the person signing the letter is authorized to bind the proposer.
- C. All proposals shall include each of the following attachments:
1. Attachment A: Indicate why the firm feels uniquely qualified to undertake the required professional engineering services.

2. Attachment B: Describe the technical approach to be taken in addressing the proposed scope of work, including a delineation of specific tasks to be undertaken.
 3. Attachment C: Describe the work management plan to be utilized by the firm. The description should include a project schedule showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion of said tasks.
 4. Attachment D: Identify the firm's prior work experience with the CDBG or like federally funded programs. List each project separately to include jurisdiction name and address, contact name, phone number, email address (if known), type of project, and construction contract amount.
 5. Attachment E: Identify the firm's prior work experience with grant funded drainage system construction in Florida. Include client name and address, contact name, phone number, email address (if known), type of project, and construction contract amount.
 6. Attachment F: It is the intent of the City to evaluate the qualifications of all responding firms and select a qualified firm whose proposal is deemed most advantageous to the City (The criteria under which each proposal will be evaluated is contained in Attachment A). Under Attachment F, the responding firm shall state their proposed fee. Further, the proposer shall certify that to the best of their knowledge and belief all the information submitted for consideration and evaluation is true, correct, and accurate.
- D. For a proposal to be eligible, the format must be strictly adhered to. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. The City of Florida City is an Equal Opportunity Employer. Minority Business Enterprises are encouraged to participate. In the event of a tie, Minority Business Enterprise status shall be considered in making a final determination of top ranked proposer(s). The City strictly enforces open and fair competition in its RFP's. In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A Public Entity Crimes Statement, a Certification Regarding Disbarment, and Vendor Conflict of Interest Disclosure Form are required.
- E. The City reserves the right to request clarification of any information submitted by proposers. The City Commission reserves the right to reject any and all Proposals, and to waive any informalities or irregularities in the proposal process.
- F. The City does not allow for lobbying of selection committee members or the City Commission during the RFP process. Ethical conduct and professional silence will be maintained concerning this RFP during the RFP process until the City Commission hears the recommendation as to the top ranked firm(s).

VIII. SELECTION

Qualifications of firms shall be reviewed by a selection committee, ranked based upon the criteria specified in Attachment A, and negotiation for contracts will follow the order of ranking from highest to lowest score. Each committee member shall perform their own independent ranking based upon the criteria herein. The highest ranked firm shall be determined by tally of the scores that each firm received from the selection committee. The selection committee will make a recommend to the City Commission that negotiations be conducted in that order.

IX. CONTRACTING

Negotiation of contracts for services shall follow the initial selection process. Should a satisfactory contract not be successfully negotiated with the number one ranked firm, then that firm shall be rejected and negotiations shall begin with the number 2 ranked firm and so on. Procurement and contracting of all services shall conform to CDBG guidelines, City procurement policies, 24 CFR Part 87, OMB Circular A-87, and Chapter 287, Florida Statutes.

X. ACKNOWLEDGEMENTS OF ADDENDUMS

All requests for information and/or clarification shall be made in writing and the firm submitting the request will be responsible for its prompt delivery to the City. Any interpretation of the proposal terms, conditions and/or specifications will be only by Addendum duly issued.

XI. ADDITIONAL INFORMATION

During the proposal period, questions of interpretation and clarification must be written and submitted to Rick Stauts by email to raexdir@floridacityfl.gov. Firms are cautioned that any statements made by individuals, or employees of the City that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written addendum to the proposal document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening.

XII. ASSIGNMENT

No interest under a contract resulting from this request for proposal may be assigned nor duties hereunder delegated without the prior written approval of the City.

XIII. BILLING

Firms shall be required to invoice the City on a monthly basis. Each invoice shall identify the Agreement, detail the Agreement price, payments made to date, percentage of completion of the assignment, actions undertaken during this billing period related to the Scope of Services, payment due this invoice, and remaining unbilled balance of the Agreement. Invoices shall itemize hours, hourly wages, or other units agreed upon as measurement of payment during negotiations. If hourly, invoices shall identify the name and title of personnel who performed the work and document effort spent by Scope of Services component.

Project Management fees will be prorated over twenty four (24) months, starting on the month following award of a project management contract or the execution date of the grant agreement with Miami-Dade County, whichever comes last. The final payment will be made upon acceptance by of the closeout package by DCA and the County.

XIV. INDEMNIFICATION

To the fullest extent permitted by Florida law, the firm covenants and agrees that it shall indemnify, defend, and hold harmless the City and all of the City's officers, agents, and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there-from; and b) is caused in whole or in

part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the City. In any and all claims against the City or any of its officers, agents, and employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

XV. INSURANCE REQUIREMENTS

The firm shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance, with minimum policy limits for each coverage in the amount of Five Hundred Thousand Dollars (\$500,000) per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be provided by Chapter 440, Florida Statutes. The City shall be named as an additional insured on all of the above policies except as to the workers' compensation insurance. Each insurance policy shall state it is not subject to cancellation or reduction without written notice to the City at least 30 days prior to the effective date of cancellation or reduction in coverage.

XVI. CONTRACTUAL CONDITIONS

For this RFP, the proposal must remain valid for at least 120 (one-hundred and twenty) days. Moreover, the contents of the proposal of the successful firm may become contractual obligations if a contract is entered into. The contents of the RFP and the successful firm's proposal will become an integral part of the contract, but may be modified by the provisions of the contract. The successful firm shall include a disclosure statement of any potential conflicts of interest that the firm may have due to other clients, contracts, or interest associated with this project. All materials submitted become the property of the City, and may be returned only at the City's option. The City has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

XVII. DEBARMENT

By submitting a proposal, the firm certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida. The form on which to make this certification is Attachment B.

XVIII. ELIGIBILITY

The firm must demonstrate that they or the principals assigned to the project have successfully completed services similar to those specified in the Scope of Services to at least one governmental entity in the last three years and have successfully performed services similar to the requirements of this RFP for at least five (5) years.

XIX. EXPENSES INCURRED IN PREPARING PROPOSAL

The City accepts no responsibility for any expense incurred by the firm in the preparation and

presentation of a proposal. Such expenses shall be borne exclusively by the firm.

XX. INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variation of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a firm with the proposal for the City to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The City Commission reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal which is most advantageous and in the best interest of the City. The City also reserves the right to request best and final offers from qualified firms.

XXI. NONCONFORMING TERMS AND CONDITIONS

Proposal responses that include terms and conditions that do not conform to the terms and conditions in the proposal document are subject to rejection as nonresponsive. The City reserves the right to permit the firm to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

XXII. FISCAL NON-FUNDING CLAUSE

In the event sufficient funds from the County or DCA are not available for a new fiscal period, the City shall notify the firm of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

XXIII. NON-EXCLUSIVE CLAUSE

Award of a contract resulting from this RFP shall impose no obligation on the City to utilize the firm for all work of this type that may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such to be in the City's best interest.

XXIV. RIGHT TO AUDIT

The City reserves the right to audit the firm's records as such records relate to purchases between the City and said firm. Records should be maintained for five (5) years from the date of final payment.

XXV. VENUE

Any future agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation brought by either party against the other party or otherwise arising out of this agreement shall be in Miami-Dade County, Florida.

XXVI. PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public

entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. The form on which the sworn statement is to be made is Attachment C.

XXVII. DISCLOSURE OF CONFLICTS OF INTEREST

The City requires each potential vendor or contractor to disclose any actual or perceived conflicts of interest based on family or business relationships with elected officials, city employees, or their families. This disclosure must be made on Attachment D.

ATTACHMENT A

CDBG 2008 SUPPLEMENTAL APPROPRIATIONS PROJECT MANAGEMENT SERVICES EVALUATION AND RANKING SHEET

FIRM'S NAME _____

EVALUATION DONE BY _____

DATE _____

RANKING CRITERIA

SCORE

- | | |
|--|--------------------------------|
| 1. Firm history and qualifications of the proposed management team. | _____
20 points max |
| 2. Successful experience in Small Cities CDBG or like federal grant or loan funded projects for local governments | _____
40 points max |
| 3. Approach to the administration tasks to be performed | _____
10 points max |
| 4. Familiarity or ability to quickly become familiar with the needs and conditions that exist within the project area. | _____
15 points max |
| 5. Proposed Fee | _____
15 points max |
| Maximum Total Points | _____
100 points max |

ATTACHMENT B

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

1. The prospective primary participant 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 commission of embezzlement, theft, forgery, bribery, 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 governmental 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 attach an explanation to this proposal.

Signature

Title

Firm

Address

City, State, Zip

Date

ATTACHMENT C

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS:*

1. This sworn statement is submitted to the City of Florida City, Florida

by _____
(Print individuals name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its 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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or 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 287.1 33(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, a s a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendre.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. 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.
 - C. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a “person” as defined in Paragraph 287.1 33(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 appeals to bid on contracts for the provisions of

goods and services et by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor one or more of the officers,, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to Place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING IN TO 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 and subscribed before me this _____ day of _____, 2_____

Personally known _____

or Produced identification _____ Notary Public – State of _____

_____ My commission expires _____
(Type of Identification)

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

ATTACHMENT D
CITY OF FLORIDA CITY
CONFLICT OF INTEREST
DISCLOSURE FORM

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

CITY DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Invitation to Bid Request for Proposal / Qualifications Proposal Grant or Loan Request Other

1. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last fiscal year?

Yes No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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2. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last fiscal year?

Yes No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN
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3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
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4. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of , request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.

Signature

Date

Printed Name

Title