

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. EPP-RFP661-3(3)

Re-Bid
 Other

LIVING WAGE APPLIES: YES X NO

Requisition/Project No: ROHD1400002

TERM OF CONTRACT: 3 years with 3 one-year options-to-renew

Requisition/Project Title: Private Attorney Services

Description: Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Public Housing and Community Development (PHCD) Department, is soliciting proposals for private attorney services. PHCD owns and operates approximately 9,200 units of public housing in Miami-Dade County. The primary mission of the public housing program is to provide decent, safe, and sanitary housing to extremely low-income families, the elderly, and the disabled. The County, at its sole discretion, may select up to two (2) Proposers to provide the services requested herein, as Primary and Secondary Contractors. The Secondary Contractor will act as the back-up, in case of a back-log, and/or any performance issues with the Primary Contractor.

User Department(s): PHCD

Issuing Department: ISD/PM

Contact Person: Lydia Osborne

Phone: (305) 375-1291

Estimated Cost: \$1,200,000/initial term

Funding Source: Federal Funds

REVENUE GENERATING:

ANALYSIS

Commodity/Service No: <u>961-50</u>		SIC: <u> </u>	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:	DeLeon & DeLeon PA	DeLeon & DeLeon PA	DeLeon & DeLeon PA
Small Business Enterprise:	N/A	N/A	N/A
Contract Value:	\$400,000	\$ 400,000	\$400,000
Comments:			
Continued on another page (s): <u> </u> Yes <u> </u> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Pearl Deibel for Lydia Osborne

Date to SBD: March 13, 2014

Date Returned to DPM:

RECEIVED
 DEPT. BUSINESS DEV.
 2014 MAR 13 4:40

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
PRIVATE ATTORNEY SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2014 at ___:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Public Housing and Community Development Department

COUNTY CONTACT FOR THIS SOLICITATION:

Lydia Osborne, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1291
E-mail: lydiaos@miamidade.gov

**PROPOSAL RESPONSES DUE:
INSERT DATE AND TIME**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Public Housing and Community Development (PHCD) Department, is soliciting proposals for private attorney services. PHCD owns and operates approximately 9,200 units of public housing in Miami-Dade County. The primary mission of the public housing program is to provide decent, safe, and sanitary housing to extremely low-income families, the elderly, and the disabled. The County, at its sole discretion, may select up to two (2) Proposers to provide the services requested herein, as Primary and Secondary Contractors. The Secondary Contractor will act as the back-up, in case of a back-log, and/or any performance issues with the Primary Contractor.

The County anticipates awarding up to two (2) contracts for a three-year (3) period, with three (3), one-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

April 2014

Projected Award Date:

May/June 2014

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its

proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board,

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 Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. Proposers are hereby notified that direct communication written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the "County," as represented by Miami-Dade Public Housing and Community Development (hereinafter "PHCD") owns and operates approximately 9,200 units of public housing in Miami-Dade County. The primary mission of the public housing program is to provide decent, safe, and sanitary housing to extremely low-income families, the elderly, and the disabled.

The County relies on two income sources to operate its public housing: a) subsidies from United States Department of Housing and Urban Development (HUD), and b) rent collected from the public housing residents. In exchange for accepting the subsidy from HUD, the County agrees to operate its public housing pursuant to a complex set of regulations. The intent of these regulations is to ensure that the County provides decent, safe, and sanitary housing, and that residents are treated in a fair and equitable manner.

In order to maintain decent, safe, and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. Evictions are typically pursued against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease. The County pursues approximately one-thousand (1000) evictions per year. The County pursues evictions in accordance with Chapter 83 of the Florida Statutes (Landlord/Tenant Act), the adopted Screening and Eviction for Drug Abuse and Other Criminal Activity policy based on the Federal "One Strike Law". The County is committed to effectuating the purpose of the "One Strike and You're Out" Policy which has been upheld by the U.S. Supreme Court.

The County makes every effort to resolve lease violations with residents. In the event that it is necessary to evict, residents are afforded ample due process protections, which include the following:

- a) The resident is provided with a mailed or hand-delivered notice, identifying the specific reasons why he or she is being considered for eviction.
- b) The resident can request a grievance hearing in front of a panel (Grievance Board) of three uninterested persons to review the decision to evict. Whatever decision is made by the Grievance Board is binding on the County.
- c) If the matter cannot be resolved, an eviction is filed in County Court where the resident has the opportunity to file an answer and defend against the eviction.

2.2 Minimum Qualification Requirements

The minimum qualification requirements for this Solicitation are that the selected Proposers or personnel of the Proposers who will provide attorney services to the County shall:

1. Be a member in good standing, and maintain that membership, with the Florida Bar and the United States District Court for the Southern District of Florida. Proposers shall provide the appropriate copies of the certificate of good standing from the Supreme Court of Florida and the United States District Court for the Southern District of Florida, with the proposal submission.
2. Be able to practice in federal bankruptcy court in the Southern District of Florida, or have acquired the services of a bankruptcy specialist at the time of the proposal submission, that is authorized to practice in the Southern District of Florida. Proposers shall provide a notarized statement that Proposer's key personnel or subcontracted personnel can practice in federal bankruptcy court in the Southern District of Florida, Miami Division.

2.3 Services to be Provided

The selected Proposers shall:

- A. Stay current and be familiar with Florida's Landlord/Tenant Act, public housing laws and regulations, particularly laws and regulations regarding tenancy, evictions, grievance hearings, and any other laws that may apply to each case.
- B. Follow instructions of County designated staff, particularly Site Managers and Asset Management staff, in preparing and filing cases for eviction. The Proposer will also be required to consult from time to time with the County and in some cases the County Attorney's Office (CAO) throughout the eviction process to determine how to proceed, what resolution is appropriate, whether to consider settlement, etc.
- C. Work with the CAO, when the CAO determines that it is in the best interest of the County to do so: either because a particular eviction action involves an important principle, legal or otherwise; or because the CAO is representing the County in an action that requires the cooperation of the selected Proposers;
- D. Assist County staff in the preparation of notices that are required to be sent prior to initiating an eviction;

- E. File eviction actions at the appropriate Court (primarily electronically through the Miami- Dade County Clerk of Courts or United States District Court for the Southern District of Florida) and see these actions through appropriate resolution.
- F. Perform the following tasks, as applicable, in the eviction actions, as may be requested by the County:
- 1) Move for default;
 - 2) Seek default final judgment;
 - 3) Defend the County when any cross claims or counterclaims are filed against it in any eviction action;
 - 4) Consult with Site Managers/Asset Management staff, and the CAO if necessary, in the event that an eviction action results in an appeal or raises issues beyond the scope of the initial eviction action;
 - 5) Attend hearings, mediations, and depositions;
 - 6) Conduct discovery actions;
 - 7) Where appropriate, defend the County against unwarranted discovery requests;
 - 8) Attend pre-trial calendar, status conference, and calendar call;
 - 9) Represent the County in bench or jury trial;
 - 10) Attend bankruptcy court proceedings in order to move to dismiss bankruptcies, move for relief from stay, assert any claims on behalf of the County, attend creditors meetings, and confirmation hearings;
 - 11) Represent the County in adversary proceedings in bankruptcy court;
 - 12) Prepare and make all appropriate motions;
 - 13) Defend County in all motions made against it;
 - 14) Take all necessary action to properly represent the County in its eviction processes.
- G. Remain current on recent case law developments and all changes in landlord-tenant law, public housing law, bankruptcy law, civil procedure, any other relevant laws, any and all HUD requirements, and PHCD lease policies and procedures.
- H. Represent the County on grievance matters concerning evictions and other Public Housing client claims not resolved by PHCD Asset Management staff.
- I. Provide monthly status reports by Site, to site personnel and the Director of the PHCD Asset Management division, consisting of a list of all current actions (eviction, bankruptcy, grievance, etc.) by Client name, Client Number, and Case number; the status of each action; and the cost for each case.
- J. Develop and present training to the County's Site managers as requested, and after review by the CAO, on changes to landlord-tenant law and associated areas impacting Public Housing civil procedures with intent to improve case preparation and conclusion. Training shall also include advising Site Managers on what they need to file, when to file and the appropriate language that should be included in any letters submitted to tenants slated for potential and/or for eviction purposes that comply with all Federal Regulations and Florida Law.
- K. Perform additional related services as may be requested by the County upon receipt of an approved request for quote.

2.4 Additional Services

The selected Proposer shall perform additional related services as may be requested by the County upon receipt of a County approved request for quote.

2.5 Optional Services

In the event the selected Proposer shall require any Court Reporting Services and/or Translator Services, these services shall be charged at cost, after written notification to the County. The selected Proposer must present all Court Reports and/or Translated Documents, to include invoices from the court reporting and/or translator providers, to the County for billing/payment purposes.

2.6 Payment for Filing Eviction Actions

The selected Proposer shall charge a flat rate for filing eviction actions inclusive of all items required to file and negotiate a resolution.

A. Non Court Related Actions

Non-court related actions include consultation with County Staff; Grievance Board Consultation; reviewing termination notices, if necessary; reviewing eviction/resident file prior to filing of eviction action; drafting and executing any settlement agreement;

writing letters on the County's behalf; and photo copying charges, faxing, etc. The flat rate is inclusive of all fees and tasks deemed necessary to negotiate a resolution (settlement). If no settlement is reached, then this process shall rollover into the Court Related eviction actions (item B below) and no fees shall be applied under non-court related actions.

B. Court Related Actions

Court related actions include all In-Court and Out-of-Court appearances, preparation for court appearance, witness meetings, client consultations, settlement discussions, photo copying charges, faxing, etc., associated with filing eviction actions, mediations and hearings following mediation for nonpayment of rent eviction and lease violation/"for cause" eviction that includes the following:

- a) Pre-filing consultation (inclusive of reviewing eviction/resident file and reviewing termination notices, if necessary); assistance to the County in the preparation of the eviction notices; filing complaints, serving summons and complaints with the applicable court; continuous consultation with Miami-Dade Public Housing and Community Development staff on the eviction action; moving for, attending hearings, and obtaining defaults and default final judgments when defendants do not comply with the rules of the court, including but not limited to the failure to deposit rent in court registry or responding to the complaint as prescribed by law; obtaining Writs of Possession; attending mediation with the County's Site Manager(s), and/or designee; obtaining closure of case, voluntary dismissals, any exhibit preparations; and for any hearing that may follow for non-payment of rent eviction and for lease violation/"for cause" eviction, which includes preparing documents to disperse funds from the Court registry; reviewing language of court stipulation before execution and preparing documents to disperse funds from Court registry.
- b) Filing eviction actions inclusive of all items to file bench trial and jury trial, defendant represented. In the instance that the Resident fails to comply with voluntary and/or court-ordered stipulations the Site Manager will advise the selected Proposer and the selected Proposer shall seek to pursue further eviction action against the tenant, including but not limited: to seeking final judgment and Writ of Possession at no additional charge to the County. The flat rate is inclusive of all fees in the event that a hearing follows mediation for delinquent rent and/or lease violation and any other purposes deemed necessary to resolve the case.

C. Bankruptcy Proceedings

Bankruptcy proceedings includes all court appearances, attendance at depositions, all preparation for court appearance, witness meetings, client consultations, settlement discussions, assertion of any claims on behalf of the County, motion to dismiss bankruptcy, motion for relief from stay, motion opposing confirmation plans, filing proof of claim, attending creditors meetings, attending confirmation hearings, making any other necessary appearances in bankruptcy court, and photo copying charges, faxing, etc.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	30
2. Proposer's familiarity and experience with public and/or assisted housing laws and regulations	25
3. Experience and qualifications of individuals, including any subcontractors that will be assigned to this project	15
4. Proposer's approach to providing training services require by this RFP	10

<u>Price Criteria</u>	<u>Points</u>
5. Proposer's proposed price	20

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

Not applicable to this Solicitation due to funding source.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

Not applicable to this Solicitation due to funding source.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

Not applicable to this Solicitation due to funding source.

4.8 Negotiations

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

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

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

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

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package