Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 14(A)(3)

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. 648 - MDHA Section 8 Oversight and Management Services

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced award to obtain management and oversight services for the Section 8 Program for the Miami-Dade Housing Agency (MDHA) as follows. In order to expedite the award of this contract, it is requested that, if approved, this item be waived to the December 16, 2008 Board of County Commissioners meeting.

CONTRACT NO:	648
CONTRACT TITLE:	MDHA Section 8 Oversight and Management Services
DESCRIPTION:	To obtain management and oversight services for the Section 8 Program for the MDHA which includes 14,609 Housing Choice vouchers, 75 Mainstream vouchers, 50 Project Based Voucher units, and 1 Disaster Housing Assistance Program voucher; and if the County determines it to be necessary, the contract includes on an optional basis at the sole discretion of the County, a provision to have the Contractor also perform management and oversight services on 2,127 Moderate Rehabilitation, 290 Single Room Occupancy and 608 Shelter Plus Care Programs units. The contract includes, but is not limited to, establishing operational action plans and reports, making staffing decisions, and recommending program policy procedures to MDHA relating to the Section 8 Program. The Contractor shall also prepare and coordinate all submissions and/or appeals of Section 8 Management Assessment Program scoring and other regulatory reports or mandates due from MDHA for filing with the U.S. Department of Housing and Urban Development.
TERM:	Two years with three, one year options to renew at the County's sole discretion.
APPROVAL TO ADVERTISE:	Board Approval received September 16, 2008
CONTRACT AMOUNT:	$23,711,056 (not to exceed) for the two year period.
USING/MANAGING AGENCY:	Miami Dade Housing Agency

FUNDING SOURCE:	Federal Funds
METHOD OF AWARD:	Awarded to the highest ranked responsive, responsible contractor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.
CONTRACTOR RECOMMENDED FOR AWARD:	Quadel Consulting Corporation (Non-local) 1200 G Street NW Ste. 700 Washington, DC 20005 Principal: Ms. Dorli Bokel
PROPOSERS NOT RECOMMENDED FOR AWARD:	McKay Management Services LLC/Nan McKay and Associates (Non-local) 429 Lenox Ave Ste. 4W10 Miami Beach, FL 33139 Florida Multifamily Asset Management, LLC (Non-local) 7700 Old Georgetown Road, Ste. 400 Bethesda, MD 20814 FirstPic, Inc. (Non-local) 2127 Espey Court, Ste. 302 Crofton, MD 21114 (Proposer found Non-responsive) McCright & Associates, LLC (Non-local) 928 McCallie Ave. Chattanooga, TN 37379
CONTRACT MEASURES:	On August 6, 2008, the Review Committee determined that no measures would be applied to this RFP, due to federal funding source restrictions.
LIVING WAGE:	The services being provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The solicitation does not include the 2% User Access Program provision due to federal funding source restrictions.
LOCAL PREFERENCE:	Local Preference was not considered due to the federal funding source restrictions.
PERFORMANCE DATA:	There are no known performance issues.

COMPLIANCE DATA:	There are no known compliance issues.
PROJECT MANAGER:	Alejandro Ballina, Acting Director MDHA
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

The Miami-Dade Housing Agency (MDHA) oversees, manages and operates a large Section 8 Housing Choice Voucher Program. In October 2007, pursuant to a Court-approve Settlement Agreement, the U.S. Department of Housing and Urban Development (HUD) took temporary possession of MDHA and appointed an Oversight Administrator responsible for decision making and day-to-day operations. In July 2008, Miami-Dade County and HUD agreed to an amended Settlement Agreement, which included a provision that the management of the MDHA Section 8 Program be outsourced as a condition of transfer of the Agency back to the County.

The selected contractor shall manage and oversee all operations and areas of the MDHA Section 8 Program ("Program") including, but not limited to, establishing operational action plans and reports, making staffing decisions, recommending program policy procedures to MDHA and carrying out the requirements of the Section 8 Program. The Contractor shall also prepare and coordinate all submissions and/or appeals for submission by MDHA of Section 8 Management Assessment Program (SEMAP) scoring and other regulatory reports or mandates to HUD.

The selected contractor shall administer the following Section 8 Programs: Section 8 Housing Choice Voucher Program, and the associated Family Self Sufficiency Program, Homeownership Vouchers and Project Based Voucher Program in accordance with an approved Transition Plan and Schedule. Additionally, if so requested by the County, wherein the Mayor will recommend and the Board of County Commissioners will approve, the Contractor shall manage and oversee Section 8 Moderate Rehabilitation, Single Room Occupancy and Shelter Plus Care Programs. The Contractor is required to comply with the specific requirements of the agreement, the current and future program requirements of federal statutes, program regulations, notices, judicial orders or decrees, directives, and, guidance applicable to the Section 8 Program resulting from the Settlement Agreement.

Throughout the contract period, MDHA shall, consistent with HUD requirements, provide contract management functions to ensure proper oversight of the Contract, and review and evaluate the Contractor's performance.

Assistant County Manager for Lindsey Reames

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 16, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

✓	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
_____	No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(3)
12-16-08

RESOLUTION NO. _____

RESOLUTION APPROVING THE SELECTION OF QUADEL CONSULTING CORPORATION; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY WITH QUADEL CONSULTING CORPORATION TO OBTAIN MANAGEMENT AND OVERSIGHT SERVICES FOR THE SECTION 8 PROGRAM FOR THE MIAMI-DADE HOUSING AGENCY, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. 648

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Quadel Consulting Corporation; authorizes the County Mayor or the County Mayor's designee to execute an agreement, in substantially the form attached hereto and made a part hereof, with Quadel Consulting Corporation to obtain management and oversight services for the Section 8 Program for Miami-Dade Housing Agency, subject to approval for form and legal sufficiency by the County Attorney's Office; and authorizes the County Mayor or the County Mayor's to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

Contract No. 648

MDHA Section 8 Oversight and Management Services

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Quadel Consulting Corporation, a corporation organized and existing under the laws of the State of Maryland having its principal office at 1200 G Street, NW, Suite 700 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Section 8 services "Services", that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 648 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated October 17, 2008, which is incorporated herein by reference, supplemented by letter dated November 19, 2008, attached herewith as Appendix B, hereinafter collectively referred to as the "Contractor's Proposal"; and,

WHEREAS, the County desires to procure from the Contractor such management and oversight services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 648 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the contract.

d) The word "Contractor" to mean Quadel Consulting Corporation and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The words "Deliverables" and "Deliverables for Optional Services" are as defined in Appendix A, Scope of Services.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's MDHA Contract Administrator; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's MDHA Contract Administrator.

h) "Document" or "documents" mean written, typed, printed, recorded or graphic matter, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diaries, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.

i) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

j) The word "Department" to mean Miami Dade Housing Agency (also, "MDHA").

k) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

l) "HUD" means the United States Department of Housing and Urban Development.

m) The words "MDHA Contract Administration" to mean the County Manager or the duly authorized representative designated to manage the Contract.

n) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

o) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

p) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

q) The word "VCA" to mean the Voluntary Compliance Agreement entered between the County and HUD on March 21, 2005.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 648 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) **T**he titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things

necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's MDHA Contract Administrator.

d) The Contractor acknowledges that the County and/or HUD shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stated on first page and in conjunction with issuance of a Notice to Proceed from the Miami-Dade Housing Agency MDHA Contract Administrator and shall be for duration of two (2) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three (3) additional, one (1) year periods. One hundred and eighty days prior to the expiration of the Agreement, the Contractor shall submit a request to the County about its intention to exercise its option(s) to renew this Agreement. The County will respond to the Contractor not later than 120 days prior to the expiration of the Agreement of its intention. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the MDHA Contract Administrator:

Miami-Dade County
Miami-Dade Housing Agency
1401 NW 7th Street
Miami, Florida 33125
Attention: Director, Miami-Dade Housing Agency
Phone: (305) 644-5311
Fax: (305) 649-1792

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Quadel Consulting Corporation
1200 G Street, NW, Suite 700
Washington, DC 20005
Attention: Ms Dorli Bokel
Phone: 202-789-2500
Fax: 202-898-0632
E-mail: dbokel@quadel.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. Not Applicable

ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation to the Contractor shall be in the amount of $11,392,391 for year 1, except as stated below, which shall be paid to the Contractor in monthly increments of $949,365.92; so long as the amount paid to Contractor in compensation does not exceed 95% of the amount received by the County from HUD for these programs. In the instance that the total amount to be paid to the Contractor for the year exceeds 95% of the amount received by the County for these programs from HUD, the compensation in the twelfth month shall be adjusted by the amount which would leave the County the 5% the County requires of these funds to administer the work performed by the Contractor.

The compensation to the Contractor for Year 2 shall be in the amount of $12,318,665, except as stated below, which shall be paid to the Contractor in monthly increments of $1,026,555.42, so long as the amount paid to Contractor in compensation does not exceed 95% of the amount received by the County from HUD for these programs. In the instance that the total amount to be paid to the Contractor for the year exceeds 95% of the amount received by the County for these programs from HUD, the compensation in the twelfth month shall be adjusted by the amount which would leave the County the 5% the County requires of these funds to administer the work performed by the Contractor.

There is no additional obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. In the event the County elects to exercise any Options to Renew, the pricing included in Appendix B, Attachment 4 shall prevail.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, if any, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 9. PRICING

The pricing shall remain as stated in Article 8 above, for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Housing Agency
1401 NW 7th Street
Miami, Florida 33125
Attn: MDHA Contract Administrator

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 11. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" 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, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 12. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The

Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) To Contractor agrees to require all licensed professionals, including those of any subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws and regulations and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses, as well as a Miami-Dade County occupational license(s). Ignorance on the part of the Contractor shall in no way relieve it from any of its responsibilities in this regard. The Contractor shall submit to the County prior to the issuance of the Notice to Proceed copies of all required licenses and shall notify the County of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The Contractor's failure to maintain said licenses or to notify the County shall be grounds for termination of this Agreement as set forth in Article 37.

e) The Contractor agrees to make available the personnel identified by the Contractor in its response to the County's Request for Proposals for these services, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the County will be notified in writing within five (5) business days of such replacement.

f) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

g) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

h) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the

relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 15. AUTHORITY OF THE COUNTY'S MDHA CONTRACT ADMINISTRATOR

a) The Contractor hereby acknowledges that the County's MDHA Contract Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the MDHA Contract Administrator, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the MDHA Contract Administrator's determination or order. Where orders are given orally, they will be issued in writing by the MDHA Contract Administrator as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the MDHA Contract Administrator. In the event that the Contractor and the MDHA Contract Administrator are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the MDHA Contract Administrator or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or

to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. AUDITS

a) The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in Appendix A. The Contractor agrees to include in first-tier subcontractors under this Contract a clause substantially the same as paragraph (d) below. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

b) Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

c) The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

d) The Contractor shall make available all directly pertinent books, documents, papers, electronic files, including but not limited to scanned documents, or other records involving transactions related to this Agreement for inspection, review and audit by the County or an authorized agent, the United States Department of Housing and Urban Development, and the Comptroller General of the United States at their discretion with or without prior notice, during regular business hours. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the Contractor for at least five (5) years following the expiration of the Agreement.

e) The periods of access and examination in paragraphs (d) above for records relating to:
(i) appeals under Article 14, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this Contract; or

(iii) costs and expenses of this Contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ARTICLE 18. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

The County shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

Contractor hereby grants to the County a royalty-free, non-exclusive, non-transferable, and non-sublicensable license to use Contractor's quEST software ("Software"). This license grants the County and County employees the sole use of the Software for the management of the County's programs and does not grant any third parties or third party employees, including third parties or third party employees working for or on behalf of the County, a license to the Software. The County hereby agrees not to sell, distribute, display, transmit, copy, or otherwise provide access to or information about the Software, Software materials, or Software products to any third party or to anyone for the benefit of any third party. This license does not grant the County any free Software upgrades or service by Contractor, and any Software upgrades or service may be subject to additional fees and/or agreements between Contractor and the County. At all times, Contractor retains exclusive software intellectual property rights and protections, as those terms are broadly construed. Any download or copy of the Software shall retain a notice of Contractor's exclusive ownership of the software.

ARTICLE 19. ENERGY EFFICIENCY

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State of Florida.

ARTICLE 20. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, or convey any interest in this Contract without the express written consent of the County. However the Contractor may assign to a bank, trust company, or other financial institution or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County any claims for monies due or to become due from the County under this Agreement. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 21. CERTIFICATE AND RELEASE

Prior to final payment under this Contract, or prior to settlement upon termination of this Contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the County a certificate and release, in a form acceptable to the County, of all claims against the County by the Contractor under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

ARTICLE 22. ORGANIZATIONAL CONFLICT OF INTEREST

a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual or other interests are such that:

(i) Award of the Contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the Contract work may be impaired.

b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Director of the Department of Procurement Management which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The County may, however, terminate the Contract or task/delivery order for the convenience of the County if it would be in the best interest of the County.

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Director of the Department of Procurement Management, the County may terminate the Contract for default.

d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

ARTICLE 23. INSPECTION AND ACCEPTANCE

a) The County has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the County does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the deliverable to the County within 7 days notification or later date if extended by the County.

c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the County may terminate this Contract (or the task order involved) or reduce the Contract Management Fee or cost to reflect the reduced value of services received.

ARTICLE 24. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

ARTICLE 25. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 26. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:
(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

"Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) a special Government employee as defined in section 202, title 18, U.S.C.; and
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any

other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension , continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are

prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action

(ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.

(iii) Selling activities by independent sales representatives.

(d) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter.

(i) Discussing with an agency (including individual demonstration) the qualities

and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(e) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(f) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(g) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

ARTICLE 27. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation or national origin.

b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their race, color, religion, sex, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the County's Program Manager that explain this clause.

d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation or national origin .

e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the County's Program Manager advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, orders of the Secretary of Labor, and with Chapter 11A of the Code of Miami-

Dade County.

g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, order of the Secretary of Labor or with Chapter 11A of the Code of Miami-Dade County, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

I) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

j) By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 28. DISSEMINATION OR DISCLOSURE OF INFORMATION

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the County.

ARTICLE 29. CONTRACTOR STATUS

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the County, or assume any right, privilege or duties of an employee, and shall save harmless the County and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the County in connection with this Agreement.

ARTICLE 30. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this Contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work

under this Contract to accommodate the additional work, heeding any direction that may be provided by the County's Program Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 31. LIENS

The Contractor is prohibited from placing a lien on County's property. This prohibition shall apply to all subcontractors.

ARTICLE 32. TRAINING AND EMPLOYMENT OPPORTUNITIES FOR RESIDENTS IN THE PROJECT AREA (Section 3, HUD ACT of 1968; 24 CFR 135) (Applicable to contracts in excess of $500,000)

a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given 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) The parties to this Contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Contractor will sent to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the Contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where is has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued there under prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

f) The Contract Manager, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics

employed by now is the time the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contract Manager or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The County or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

ARTICLE 33. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least fifteen (15) business days prior to effecting such substitution.

ARTICLE 34. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor

directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the Contractor is required to make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area are used when possible. Such efforts shall include, but shall not be limited to:

a. Including such firms, when qualified, on solicitation mailing lists;

b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f. Providing opportunities for training and employment for lower income residents of in and around the HOPE VI project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135.

The term "business concern located in the area of the project" or "Section 3 business concern", means an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the United States Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

The term "labor surplus area business" is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.

The term "minority-owned business" is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 5,1% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

The term "small business" is defined as a business which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the County determines that their use is inappropriate.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

The term "women's business enterprise" means a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business

ARTICLE 35. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 36. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 37. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

The Contractor shall give 120 days written notice to the County in the instance it wishes to terminate this Agreement prior to discontinuing providing Services. The Contractor shall establish an escrow account in the County's name in the amount of $25,000 to cover re-

procurement charges, in the instance the Contractor ceases to provide services as stated in this Agreement, either without giving any written notice to the County or prior to 120 days after giving written notice to the County of its intention to terminate the Agreement.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 38. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 39. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 40. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the

amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 41. Not applicable

ARTICLE 42. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 43. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts,

except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 44. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations, and the Voluntary Compliance Agreement (which is incorporated herein by reference) between HUD and the County, which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

b) Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR Part 3) (applies to all contracts and subcontracts for construction or repair).

c) The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (applicable to contracts and subcontracts for construction, alteration, and/or repair in excess of $2,000)

d) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (applicable only to construction contracts and subcontracts in excess of $2000, and in excess of $2500 for other contracts which involve employment of mechanics and laborers).

e) HIPAA, which requires that any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the HIPAA and the County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

(1) Use of information only for performing services required under this Agreement or as required by law;

(2) Use of appropriate safeguards to prevent non-permitted disclosures;

(3) Reporting to the County of any non-permitted use or disclosure;

(4) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;

(5) Making PHI available to the client;

(6) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;

(7) Making PHI available to the County for an accounting of disclosures; and

(8) Making internal practices, books and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with Protected Health Information and must post and distribute to Title I service recipients the County's Notice of Privacy Practices.

f) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

g) All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

h) Section 2-8.9 of the Code of Miami-Dade County (County's Minimum Wage Ordinance) and Administrative Order 3-30 (applicable to all contracts and subcontracts in excess of $100,000 per year for (i) food preparation and/or distribution; (ii) security services; (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling; (iv) clerical or other non-supervisory office work, whether temporary or permanent; (v) transportation and parking services including airport and seaport services; (vi) printing and reproduction services; and (vii) landscaping, lawn and/or agricultural services.

i) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

j) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

k) Miami-Dade County Code Section 10-38 "Debarment".

l) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Contractor.

m) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

n) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

o) Executive Order 13279 and all applicable HUD regulations related to the requirement for equal participation of Faith-based and Community Organizations in HUD programs and activities. It is the policy of the County that it shall not discriminate against an organization on the basis of the organization's religious character or affiliation.

p) 24 CFR Part 135, also known as the "Section 3 Regulation", is applicable to the contract.

1. The Contractor will provide documentation to MDHA in the frequency and format requested by MDHA as evidence of Contractor's, and Contractor's subcontractors, commitment to carry out the training and employment strategies referenced in the Contractor's Section 3 Economic

Opportunity Plan.

a. The Contractor will provide documentation to MDHA in the frequency and format requested by MDHA as evidence of Contractor's commitment to solicit and award subcontracts, where feasible, to Miami-Dade County Section 3 resident business owners and businesses that include 30% of these persons as full-time employees and can show proof of efforts to solicit and provide a low-income hiring preference to them at the time of new hire.

b. All other applicable Miami-Dade County ordinances and other related regulations

q) Chapter 429, Part I of the Florida Statutes and 58A-5.021, et. seq., Florida Adrriinistrative Code

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 45. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 46. CONFLICT OF INTEREST AND NEPOTISM

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit (including but not limited to employment as further explained in subsection (b) below) payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement. "Immediate family or household" means individuals bound:

1) by blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

2) by marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

3) other relationship: A current or former relationship, occurring outside the work setting, that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

b) No relative of any officer, board of director, manager, or supervisor employed by the Contractor shall be employed by the Contractor unless the employment preceded the execution of this Agreement by one year. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the relationships described in subsection (a) above:

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Contractor's Board of Directors.

c) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

d) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

e) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

f) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's MDHA Contract Administrator. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the MDHA Contract Administrator in regard to remedying the situation.

ARTICLE 47. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 48. BANKRUPTCY OR ANY OTHER PROCEEDING AFFECTING THE CONTRACTOR'S BUSINESS

The County reserves the right to terminate this Contract, if, during the term of any contract the contractor has with the County, the contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 49. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 50. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

ARTICLE 51. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Contract date herein above set forth.

Contractor	Miami-Dade County
By:	By:
Name: Dorli Bokel	Name:
Title: President	Title:
Date: November 24, 2008	Date:
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	Assistant County Attorney

Appendix A – Scope of Services
Appendix B – Supplemental Letter dated November 19, 2008

Appendix A
Scope of Services

1.0 Introduction

The MDHA is a department of Miami-Dade County, Florida, and is overseen by the Miami-Dade Board of County Commissioners. It operates both a large Low Rent Public Housing program and a large Section 8 Housing Choice Voucher program.

The services that the Contractor shall perform include, but are not be limited to, establishing operational action plans and reports, making staffing decisions, and recommending program policy procedures to MDHA regarding the Section 8 Program. The Contractor shall also prepare and coordinate any necessary submissions and/or appeals for MDHA to submit to HUD of Section 8 Management Assessment Program (SEMAP) scoring and/or other regulatory reports or mandates.

2.0 Background

On October 18, 2007, the County and HUD entered into the Settlement Agreement by which HUD took temporary possession of MDHA. Pursuant to the Settlement Agreement HUD appointed an Oversight Administrator to be responsible for decision making and day-to-day operations of MDHA's projects and programs. On August 25, 2008, the County and HUD amended the Settlement Agreement to include in part a provision requiring the outsourcing of MDHA's Section 8 Housing Choice Voucher Program as a condition of the return of possession of MDHA to the County.

MDHA has authority to issue up to 14,609 Housing Choice Vouchers in its Section 8 Program. Additionally, the MDHA administers 75 Mainstream vouchers, 50 Project Based Voucher units and 1 Disaster Housing Assistance Program voucher. As of June 30, 2008, the Agency had 13,157 Housing Choice Vouchers, which includes 153 homeownership vouchers, 292 relocation vouchers under HOPE VI, 86 tenant protection vouchers, 13 Mainstream vouchers, and 1 DHAP voucher under lease with a further 167 portable vouchers paid. MDHA's Family Self Sufficiency program minimum participant size is 234, but there are 261 families currently in the program.

MDHA's utilization rate based on HAP funding was 100% as of July 31, 2008.

For its fiscal year ending September 30, 2008, MDHA will be submitting under SEMAP for the first time in four years having received waivers following Hurricane Wilma in 2005. It is estimated that MDHA's 2008 score will be 43% resulting in a "Troubled" rating. MDHA's reporting rate to the Public and Indian Housing (PIH) Information Center (PIC) is 76.43% as of July 31, 2008.

MDHA converted from Emphasys to Emphasys Elite software in 2007 which resulted in numerous over and under payments to vendors. MDHA is currently utilizing a contractor to identify and correct the errors.

Other issues facing MDHA include the condition of its program files. MDHA has utilized a contractor to begin the process of purging unnecessary documents, and it is estimated that 40% of the files will be purged under that contract. Additionally, a recent office flood necessitated a hasty removal of files from their storage. Although the files were subsequently reorganized, there remains concern about the files' handling during the transition and resulting condition.

Another challenge has been MDHA's timeliness in completing program transactions, including processing initial lease-ups, recertifications, rent increases, changes of dwelling, and inspections. This has caused a significant number of customer service calls and complaints from both tenants and landlords.

2.1 Deliverables

The list of Deliverables shall include all Activities, Assessments, Plans and Reports as stated herein and as attached as Attachment C to this Appendix A, Scope of Services.

2.2 Scope of Required Services

As provided herein, the Contractor shall manage and oversee all operations and areas of the MDHA Section 8 Program, including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to MDHA and performing requirements of the Section 8 Program. The Contractor shall also prepare and coordinate any necessary submissions and/or appeals to HUD for the County of SEMAP scoring and/or other regulatory reports or mandates.

Throughout the Contractor's contractual relationship with the County, MDHA shall, as supported by HUD, provide enhanced oversight, lend reasonable support and guidance to the Contractor, as needed, and review and evaluate the Contractor's performance.

The Contractor shall administer the specified Section 8 programs, including the Section 8 Housing Choice Voucher program and its associated Family Self Sufficiency, Homeownership, and Project Based Voucher programs of MDHA in accordance with an approved transition plan and schedule. The Contractor shall also follow the specific requirements of its contract with the County, and the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Section 8 program or settlement agreement resulting from litigation related to the Section 8 Program.

The Contractor shall have a three-month preliminary period for conducting preparatory activities including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described in this Scope of Services, to assume day-to-day operations. During this preliminary period, which will commence on or about January 1, 2009, MDHA will continue to process annual recertifications with effective dates prior to April 1, 2009, and carry out all program activities. The Contractor shall then have a one-year transitional period starting April 1, 2009. During the transitional period, following consultation with the Contractor, MDHA will continue to process annual recertifications with effective dates of April 1, May 1, and June 1, 2009, and the Contractor will be responsible for annual recertifications with an effective date on or after July 1, 2009. During the transitional period, the Contractor will also be responsible for all inspections and rent surveys for the April, May, and June 2009, recertifications as provided herein and other Program activities delineated in the Scope of Services. On April 1, 2010, the Contractor shall have full responsibility for all activities for all Program participants. The Contractor's accomplishment of these functions shall be measured by stated Performance Standards (see Attachment A in this Scope of Services).

2.3 Preliminary Activities

The Contractor shall have three months for preparation (preliminary period) to undertake planning and organizational activities as identified in this Scope of Services prior to assuming responsibility for operations. Once assuming responsibilities, the Contractor

shall have one year to conduct transitional activities (transitional period) as identified in this Scope of Services.

Within three months of the Notice to Proceed Date, the Contractor shall, at a minimum, complete the following preliminary activities and shall take any other actions necessary to begin transitional activities on the first day following the three month preliminary period (Transition Date). All required plans submitted during the preliminary period shall be subject to review and approval by MDHA.

2.3.1. Post-Award Orientation
Within fourteen calendar days of the Notice to Proceed Date, the Contractor shall attend an orientation and planning meeting with the MDHA and a representative of HUD at a time and location in Miami-Dade County, Florida, to be designated at the time of award.

2.3.2. Project Management
Within seven calendar days of the Notice to Proceed Date, the Contractor shall assign a Project Manager as the primary contact with MDHA. The Contractor shall provide sufficient management to ensure that tasks performed under this Agreement are provided efficiently, accurately, and timely as described herein. MDHA will assign a Contract Administrator to be the Contractor's primary point of contact with MDHA.

2.3.3. Transition Plan and Schedule
Within two months of the Notice to Proceed Date, the Contractor shall submit a transition plan and schedule to MDHA as specified below describing how the Contractor plans to complete the work during the transitional period and establishing milestones for measuring progress. MDHA and HUD will review the plan and make comments and recommendations to the Contractor on the plan within 15 days of receiving it.

2.3.4. Financial Management
The Contractor shall coordinate with MDHA's Chief Financial Officer to prepare to ensure timely and accurate payments to vendors on the first day of the transitional period.

2.3.5. Hiring and Training of Staff
The Contractor shall take necessary actions to hire and train staff needed to operate the Section 8 Program. The Contractor shall consider current MDHA Program employees for placement in the Section 8 Program positions and address in its hiring plans how it will outreach to current MDHA Section 8 Program staff; however, the Contractor shall not be required to hire any current MDHA Program staff. Additionally, the Contractor shall address in its hiring plans how it will outreach to MDHA Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12USC1701u §3).

2.3.6. Office Space
The Contractor shall have full responsibility for ensuring it has adequate office space to operate the Section 8 Program on the first day of the transitional period and shall take necessary actions to acquire office space if appropriate. For functions of the Section 8 Program that require direct, in-person contact with Section 8 Program participants, such as for intake or recertifications, the Contractor shall choose a location centrally located in Miami-Dade County and/or multiple locations across the County. The Contractor shall ensure that all Section 8 Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws and the

Voluntary Compliance Agreement (VCA) executed between the County and HUD, incorporated in its entirety, which is on the file with MDHA.

2.3.7. Equipment and Software
MDHA will assist in providing access through a web-interface to the County's Emphasys Elite software program. The County will provide up to 100 desktops with a configuration that is compatible with the Emphasys software. Additionally, all paper files and records, pertaining to Section 8 will be made available to the vendor.

Within one month of the Notice to Proceed Date, the Contractor shall submit a request to MDHA for the desktop computers and paper files and records. MDHA will make the July, August and September files available to the Contractor no less than one month prior to the Transition Date. The Contractor shall arrange for the transport and installation of the computer equipment, paper files and records on a date mutually agreed upon with MDHA. MDHA will not provide internet service, email service, computer software not listed above, laptop computers, technical support, servers, switches, routers, or related network conductivity equipment.

2.3.8. Systems Access
The Contractor shall take necessary actions to coordinate with MDHA to gain access through a web browser to access and utilize MDHA's Emphasys Elite software program, which the Contractor shall use. The Contractor shall also take necessary actions to gain access to Program systems, including but not limited to the Voucher Management System (VMS), Enterprise Income Verification (EIV) system, and the PIH Information Center (PIC).

2.3.9. Quality Control
The Contractor shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Program functions. The Contractor shall track all functions of the Program and all elements of the Agreement, including but not limited to, core functions listed under Regulatory Compliance in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. The Contractor shall provide the plan to MDHA by the Transition Date.

2.3.10. Housing Quality Standards (HQS) Inspections
The Contractor shall assess MDHA's current HQS policy and procedures, propose any policy or procedural modifications to MDHA, and develop an internal control plan as part of MDHA's Section 8 Administrative Plan. The Contractor shall provide a written report of its assessment, proposed policy and procedural modifications, and plan to MDHA by the Transition Date.

2.3.11 Program Files
The Contractor shall develop a plan for transitioning Section 8 Program files from MDHA to the Contractor and preserving and carrying forward original source documents related to initial program eligibility (e.g. proof of citizenship, identity, family composition, etc.) and the latest recertification documentation including Form HUD 50058. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the *Privacy Act* and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and

storage system that meets the requirements above. Within two months of the Notice to Proceed date, the Contractor shall provide the plan to MDHA.

2.3.12. Lease-Up and Utilization
The Contractor shall establish a leasing schedule that will ensure at least 95% utilization of HAP funding (not to exceed MDHA's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) taking into account any available Net Restricted Assets (NRA) during the transitional period. MDHA will provide Contractor with the number of units leased, funding allocation and funds utilization data no later than March 1, 2009. The Contractor shall provide its leasing schedule to MDHA by the Transition Date.

2.3.13. Administrative Plan/PHA Plan
The Contractor shall review the Section 8 Administrative Plan and MDHA's Annual/Five-Year PHA Plan as it relates to the Section 8 Program and propose any policy or procedural modifications to MDHA. The Contractor shall provide a written report of its assessment and proposed modifications to MDHA by the Transition Date. The Contractor shall operate under MDHA's existing Administrative Plan and Five-Year PHA Plan until MDHA meets all requirements for approval.

2.3.14. Rent Reasonableness
The Contractor shall review the current method of conducting the rent reasonableness function and determine if it will continue with MDHA's current GoSection 8 contract. The Contractor shall take necessary actions to establish a rent comparability database, assume use and licensing agreements for the existing GoSection 8 contract, or negotiate its own contract, as appropriate. The Contractor shall provide a written report of its review and decision to MDHA by the Transition Date.

2.3.15. Utility Allowance
The Contractor shall review the current utility allowance schedule and take necessary steps to correct any deficiencies noted. The Contractor shall provide a written report of its assessment and planned corrective actions, if any, to MDHA by the Transition Date.

2.3.16. Family Self Sufficiency (FSS) Program
The Contractor shall review the FSS program, propose any policy changes to MDHA, and develop a plan to correct any program deficiencies noted and submit the plan to MDHA by the Transition Date.

2.3.17. Landlord Relations
The Contractor shall develop a plan to improve MDHA's relationship with participating landlords, including but not limited to ensuring timely and correct Housing Assistance Payments (HAP), timely scheduling and conducting of HQS inspections, timely processing of rent increases and adjustments to HAP, timely notification of annual Fair Market Rents and Payment Standards, timely communications and complaints processing, and education on Program rules, landlord rights and obligations. The Contractor shall provide the plan to MDHA by the Transition Date.

2.3.18. Customer Service and Complaints Processing
The Contractor shall establish a customer service plan that includes a process for the timely handling of participant (landlord or tenant) calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries)

received by MDHA within imposed deadlines. The Contractor shall provide the plan to the MDHA by the Transition Date. The Contractor shall be responsible for research and resolution of landlord payment issues covering the period of January 2007 and later with assistance from MDHA. MDHA will be responsible for research and resolution of landlord payment issues prior to January 2007.

2.3.19. Litigation
The Contractor, in cooperation with the County Attorney's Office shall review any new, current and pending litigation and provide advice and recommendations to the County Attorney's Office regarding the open cases. The Contractor shall provide its advise and recommendations to the County Attorney's Office within two months of the Transition Date. MDHA will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under MDHA management of the Section 8 Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Section 8 Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. After the Transition Date, the Contractor shall also indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2.3.20 Additional Program Functions and Requirements
The Contractor shall identify any Program functions or requirements not listed above and develop a plan for complying with such requirements. The Contractor shall submit its plans by the Transition Date.

2.4 Transitional Activities

During the transitional period, the Contractor shall, at a minimum, complete the following transitional activities, in accordance with the required transitional plan and schedule developed by the Contractor and approved by the MDHA during the preliminary period. All required plans submitted during the transitional period shall be subject to review and approval by MDHA.

2.4.1. Transition Plan and Schedule
The Contractor shall conduct activities in accordance with the transitional plan and schedule developed and submitted and approved by the MDHA during the preliminary period. Should the Contractor require any changes to the transitional plan and schedule, it shall submit its revisions to MDHA within five business days for MDHA's approval. The Contractor shall remain responsible for completing Work items under this Agreement in a timely manner regardless of changes it makes to the Plan.

2.4.2. Project Management

The Contractor's Project Manager shall attend a regular monthly Contract Meeting with MDHA's Contract Administrator, MDHA staff, and/or HUD representative(s). In addition, the Contractor's Project Manager or designee shall attend MDHA's senior staff and/or other meetings as requested by MDHA.

2.4.3. Regulatory Compliance

During the transitional period, the Contractor shall take necessary actions to ensure the Program is compliant with the specific requirements of this Agreement, and requirements of federal statutes, program regulations, notices, judicial orders and decrees, settlement agreements, directives and guidance applicable to the Section 8 Program and settlement agreements resulting from litigation related to the Section 8 Program. Specific areas of compliance include but are not limited to:

a. Initial participant eligibility, screening, and briefing
b. Annual/Interim participant recertification
c. Income calculation, third-party/EIV verification
d. Family composition verification and voucher size
e. Payment Standards
f. Rent reasonableness
g. Utility allowance schedules
h. Tenant rent and Housing Assistance Payment calculations
i. Utility reimbursements
j. Family Self Sufficiency
k. Rent increase requests
l. De-concentration of poverty outreach
m. Change of dwelling unit requests
n. Initial and annual Housing Quality Standards inspections
o. Portability
p. Program enforcement
q. Informal Reviews, Informal Hearings and Appeals
r. Homeownership program
s. Project Based Voucher program
t. Other special voucher programs if applicable, including but not limited to Mainstream, Disaster Housing Assistance Program (DHAP), Family Unification Program (FUP), Veterans Affairs Supportive Housing (VASH), relocation vouchers, tenant protection vouchers
u. Reasonable accommodation requests
v. Any other related Program requirements not listed above

2.4.4. Quality Control

On the first day of the transitional period ("Transition Date"), the Contractor shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Program functions. The Contractor shall track all functions of the Program and all elements of the Agreement, including but not limited to, core functions listed above under Regulatory Compliance, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. If during the transitional period the Contractor uncovers additional quality control issues or program errors, including prior payment errors to vendors, the Contractor shall be responsible for taking necessary actions to correct the errors.

2.4.5. Housing Quality Standards (HQS) Inspections

The Contractor shall implement its HQS internal control plan developed during the preliminary period and conduct HQS functions in accordance with federal regulations and policies and procedures adopted by MDHA as part of its Section 8 Administrative Plan.

2.4.6. Lease-Up and Utilization
The Contractor shall implement a leasing schedule to ensure at least 95% utilization of HAP funding (not to exceed MDHA's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) at the end of MDHA's Fiscal Year 2009, taking into account any available Net Restricted Assets (NRA).

2.4.7. VMS Reporting
The Contractor shall coordinate with MDHA and provide the necessary information to ensure that VMS data is accurate and timely reported during the transitional period. MDHA will be responsible for all VMS submissions to HUD.

2.4.8. Program Files
The Contractor shall implement the MDHA-approved plan for transitioning Program files from MDHA to the Contractor.

2.4.9. PIC Reporting
The Contractor shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC) and maintain a PIC reporting rate of at least 95% or other minimum as required by HUD. The Contractor shall ensure that PIC data is accurate and timely reported.

2.4.10. SEMAP and Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support MDHA's Fiscal Year 2009 SEMAP submission. During the transitional period, the Contractor shall prepare a timely SEMAP submission to MDHA for submission to HUD in accordance with SEMAP requirements. The Contractor will not be penalized for deficient SEMAP indicators or a resulting Troubled designation during the transitional period.

2.4.11. Landlord Relations
The Contractor, in cooperation with MDHA, shall implement the MDHA approved plan developed during the preliminary period to improve MDHA's relationship with participating landlords. The Contractor shall establish and implement a plan (Outreach Plan) to recruit new landlords, particularly in areas of low voucher utilization that enhances de-concentration of poverty efforts. The Contractor shall provide the Outreach Plan to the MDHA within six months of the Transition Date.

2.4.12. Customer Service and Complaints Processing
The Contractor shall implement the MDHA approved customer service plan developed during the preliminary period.

2.4.13. Information Dissemination
Within six months of the Transition Date, the Contractor shall submit a plan to disseminate information regarding the Section 8 Program to the community, including community leaders, property owners, program participants, advocates, and neighborhood groups. Within six months of the Transition Date, the Contractor shall review MDHA's website for the Section 8 Program and propose changes to MDHA. The

Contractor shall provide a written report of its review to MDHA within six months of the Transition Date. The Contractor shall provide Program information for MDHA's website, which shall be the sole website for the Section 8 Program. The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Section 8 Program, as necessary and in accordance with the plan, subject to MDHA's review and approval.

2.4.14. Family Self Sufficiency (FSS) Program
The Contractor shall implement the MDHA-approved plan developed during the preliminary period. Within three months of the Transition Date the Contractor shall conduct an evaluation of the Individual Development Plans for all FSS program participants and make any necessary modifications to them. Also within three months of the Transition Date, the Contractor shall conduct an audit of all FSS participants' escrow accounts. The Contractor shall correct any errors found within six months of the Transition Date.

2.4.15. Section 8 Homeownership Program
Within four months of the Transition Date, the Contractor shall conduct an assessment of the Section 8 homeownership program, propose any policy changes to MDHA, and develop a plan to correct any program deficiencies noted and improve procedures. The Contractor shall provide a written report of its assessment, proposed policy changes, and plan to MDHA within four months of the Transition Date.

2.4.16. Project Based Voucher Program
Within four months of the Transition Date, the Contractor shall review the current Project Based Voucher program to ensure compliance with applicable laws and regulations. The Contractor shall not be responsible for developing projects, soliciting or selecting proposals, or monitoring construction and rehabilitation activities. The Contractor shall, when requested by MDHA, set aside vouchers for project-basing. The Contractor shall not be penalized with respect to utilization or lease-up for set-aside project-based vouchers.

2.4.17. Waiting List
The Contractor shall receive participant referrals to the program from MDHA; however, the Contractor shall not be responsible for maintaining and managing the Tenant-based waiting list as long as the *Adker Consent Decree* that regulates MDHA's management of its waiting lists is in effect. The Adker Decree is scheduled to expire in August 2009. After the expiration of the Adker Decree and upon request to the Contractor by MDHA, the Contractor shall, within 30 calendar days, propose a new Section 8 waiting list policy to MDHA and develop a transitional and implementation plan. The Contractor shall provide the proposed policy and plan, which includes site-based waiting list policies for Project Based Voucher contracts, if appropriate, to MDHA also within 30 calendar days of notification by MDHA. Upon adoption of a new policy by MDHA in its Administrative Plan and Annual/Five-Year Public Housing Agency Plan, the Contractor shall assume full responsibility for maintaining and managing the Section 8 waiting list. Once the Contractor has assumed responsibility for maintaining and managing the waiting list, it shall do so in compliance with program requirements and MDHA policy.

Notwithstanding the expiration of the Adker Consent Decree, the Contractor shall comply with the requirements of Adker to the extent that the Contractor shall not discriminate against any applicant or participant on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The

Contractor shall ensure that every Section 8 applicant and/or participant is afforded equal opportunity and access to the Section Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that its operation and administration of the Section 8 program complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Chapter 11-A of the Code of Miami-Dade County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the Contractor shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including (1) provide an Analysis of Impediments to fair housing choice; (2) take actions to cover the effects of the identified impediments; and (3) maintain records to support the County's affirmatively furthering fair housing certifications.

2.4.18. Applications for Additional Funds
The Contractor shall assist in the preparation of applications on behalf of MDHA when requested by MDHA for new increments of vouchers, Section 8 Program funds, grants, or other HUD funds related directly to the Section 8 Program.

2.4.19. Financial Management
The Contractor shall coordinate with MDHA's Chief Financial Officer to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data on request to the finance office for audit purposes. MDHA will retain responsibility for issuing payments electronically and/or printing and signing of checks.

2.4.20. Staffing and Subcontracting
The Contractor shall have the full and exclusive authority to hire and/or terminate its Section 8 Program staff based on its best business judgment subject to budgetary constraints and in compliance with any labor agreements and federal statutes, including Section 3 of the *Housing Act of 1968* as amended. All Section 8 Program employees shall be employees of the Contractor. The Contractor shall have the full and exclusive authority to solicit for and retain subcontractors based on its best business judgment in compliance with federal and State procurement requirements.

2.4.21. Reporting
The Contractor shall prepare a monthly report in electronic and paper format due by the tenth of the following month for MDHA that includes the following:

a. *Status Report:* all requirements/activities of the transitional plan and schedule and Amended Settlement Agreement
b. *Leasing Report:* current units under lease and utilization rate for Section 8, FSS, portable vouchers, and homeownership, plus a monthly leasing analysis and projection through the year-end;
c. *PIC Report:* current PIC reporting rate and PIC Error Report;
d. *Management Report:* significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor, MDHA, and/or the HUD Oversight Administrator;
e. *Administrative Fees Report:* administrative fees earned calculation based on units under lease at the first of the month; and
f. VMS Report: most recently submitted.

The Contractor shall prepare a quarterly report due by the 15th of the following month for MDHA that includes the following:

a. *SEMAP Report:* status for each indicator.

2.4.22. Fraud Investigations and Referrals
The Contractor shall conduct investigations and research into allegations of fraud, waste, or abuse within the Section 8 Program upon request of MDHA and provide responses within imposed deadlines. The Contractor shall conduct investigations and research into allegations of fraud, waste, and abuse within the Section 8 Program when identified directly by the Contractor and report significant instances to MDHA for referral to the HUD Office of Inspector General.

2.4.23. Litigation and Program Counsel
The Contractor, in cooperation with the County Attorney's Office shall review any new, current and pending litigation and provide advice and recommendations to the County Attorney's Office regarding the open cases. MDHA will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under MDHA management of the Section 8 Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Section 8 Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. After the Transition Date, the Contractor shall also indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2.4.24. Information Requests
The Contractor shall upon request of MDHA provide and/or produce reports, summaries, or data for any aspect of the Section 8 Program under this contract. The Contractor shall provide access to program files and data to MDHA, HUD, and/or other official regulatory or investigatory entity on demand.

2.4.25. Contractor Representational Activities and MDHA Branding
The Contractor shall attend and represent MDHA in meetings and presentations directly related to the Section 8 Program. To the extent possible, the Contractor shall ensure that customers and the general public recognize that the Section 8 Program is part of MDHA, and that the Contractor and its subcontractors appear and identify themselves as MDHA's contractors of the Program. The Contractor shall include MDHA's name and logo on any and all printed materials and shall get MDHA's approval of the materials prior to their distribution.

2.5 Ongoing Activities and Functions

2.5.1. Project Management

The Contractor's Project Manager shall attend a regular monthly Contract Meeting with MDHA's Contract Administrator, MDHA staff, and/or HUD representative(s). In addition, the Contractor's Project Manager or designee shall attend MDHA's senior staff and/or other meetings as requested by MDHA.

2.5.2. Regulatory Compliance

The Contractor shall ensure the Program is compliant with the specific requirements of this Agreement, and requirements of federal statutes, program regulations, notices, judicial orders and decrees, settlement agreements, directives and guidance applicable to the Section 8 Program and settlement agreements resulting from litigation related to the Section 8 Program. Specific areas of compliance include but are not limited to:

a. Initial participant eligibility, screening, and briefing
b. Annual/Interim participant recertification
c. Income calculation, third-party/EIV verification
d. Family composition verification and voucher size
e. Payment Standards
f. Rent reasonableness
g. Utility allowance schedules
h. Tenant Rent and Housing Assistance Payment calculations
i. Utility reimbursements
j. Family Self Sufficiency
k. Rent increase requests
l. De-concentration of poverty outreach
m. Change of dwelling unit requests
n. Initial and annual Housing Quality Standards inspections
o. Portability
p. Program enforcement
q. Informal Reviews, Informal Hearings and Appeals
r. Homeownership program
s. Project Based Voucher program
t. Other special voucher programs if applicable, including but not limited to Mainstream, Disaster Housing Assistance Program (DHAP), Family Unification Program (FUP), Veterans Affairs Supportive Housing (VASH), relocation vouchers, tenant protection vouchers
u. Reasonable accommodation requests
v. Any other related Program requirements not listed above

2.5.3. Quality Control

The Contractor shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The Contractor shall track all functions of the Program and all elements of the Agreement, including but not limited to, core functions listed above under Regulatory Compliance, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

2.5.4. Housing Quality Standards (HQS) Inspections

The Contractor shall conduct HQS functions in compliance with its HQS internal control plan developed during the preliminary period as well as with federal regulations and policies and procedures adopted by MDHA as part of its Administrative Plan.

2.5.5. Lease-Up and Utilization

The Contractor shall maintain at least 95% utilization of HAP funding (not to exceed MDHA's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) taking into account any available Net Restricted Assets (NRA).

2.5.6. VMS Reporting
The Contractor shall coordinate with MDHA and provide the necessary information to ensure that VMS data is accurate and timely reported during the ongoing period. MDHA will be responsible for all VMS submissions to HUD.

2.5.7. PIC Reporting
The Contractor shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC) and maintain a PIC reporting rate of at least 95% or other minimum as required by HUD. The Contractor shall ensure that PIC data is accurate and timely reported.

2.5.8. SEMAP and Program Performance
The Contractor shall maintain the Quality Control sampling and documentation required to support MDHA's SEMAP submissions and prepare a timely SEMAP submission to MDHA for submission to HUD in accordance with SEMAP requirements.

2.4.9. Program Files
The Contractor shall maintain Program files in accordance with the MDHA approved plan and applicable laws, regulations, and policies.

2.5.10. Landlord Relations
The Contractor shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely and correct HAP payments, timely scheduling and conducting of HQS inspections, timely processing of rent increases and adjustments to HAP, timely notification of annual Fair Market Rents and Payment Standards, improved communications and complaints processing, and education on program rules, landlord rights and obligations. The Contractor shall conduct outreach to new landlords, particularly in areas of low voucher utilization, in accordance with its outreach plan established and implemented during the transitional period.

2.5.11. Customer Service and Complaints Processing
The Contractor shall handle participant (landlords and tenants) calls and complaints in a timely and professional manner, including calls and complaints from the County's 311 service. The Contractor shall research and respond to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by MDHA within imposed deadlines.

2.5.12. Information Dissemination
The Contractor shall provide program information for MDHA's website, which shall be the sole website for the Section 8 Program. The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Section 8 Program as necessary and in accordance with its plan developed during the transitional period, subject to MDHA's review and approval.

2.5.13. Project Based Voucher Program
The Contractor shall not be responsible for developing projects, soliciting or selecting proposals, or monitoring construction and rehabilitation activities. The Contractor shall, when requested by MDHA, set aside vouchers for project-basing. The Contractor shall

not be penalized with respect to utilization or lease-up for set-aside project-based vouchers.

2.5.14. Waiting List

The Contractor shall receive participant referrals to the program from MDHA; however, the Contractor shall not be responsible for maintaining and managing the Tenant-based waiting list as long as the *Adker Consent Decree* that regulates MDHA's management of its waiting lists is in effect. The Adker Decree is scheduled to expire in August 2009. After the expiration of the Adker Decree and upon request to the Contractor by MDHA, the Contractor shall, within 30 calendar days, propose a new Section 8 waiting list policy to MDHA and develop a transitional and implementation plan. The Contractor shall provide the proposed policy and plan, which includes site-based waiting list policies for Project Based Voucher contracts, if appropriate, to MDHA also within 30 calendar days of notification by MDHA. Upon adoption of a new policy by MDHA in its Administrative Plan and Annual/Five-Year Public Housing Agency Plan, the Contractor shall assume full responsibility for maintaining and managing the Section 8 waiting list. Once the Contractor has assumed responsibility for maintaining and managing the waiting list, it shall do so in compliance with program requirements and MDHA policy.

Notwithstanding the expiration of the Adker Consent Decree, the Contractor shall comply with the requirements of Adker to the extent that the Contractor shall not discriminate against any applicant or participant on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that every Section 8 applicant and/or participant is afforded equal opportunity and access to the Section Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that its operation and administration of the Section 8 program complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Chapter 11-A of the Code of Miami-Dade County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the Contractor shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including (1) provide an Analysis of Impediments to fair housing choice; (2) take actions to cover the effects of the identified impediments; and (3) maintain records to support the County's affirmatively furthering fair housing certifications.

2.5.15. Applications for Additional Funds

The Contractor shall assist in the preparation of applications on behalf of MDHA when requested by MDHA for new increments of vouchers, Section 8 Program funds, grants, or other HUD funds related directly to the Section 8 Program.

2.5.16. Financial Management

The Contractor shall maintain coordination with MDHA's finance office to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data on request to the finance office for audit purposes. MDHA will retain responsibility for issuing payments electronically and printing and signing of checks.

2.5.17. Staffing and Subcontracting

The Contractor shall have the full and exclusive authority to hire and/or terminate its Program staff based on its best business judgment subject to budgetary constraints and

in compliance with any labor agreements and federal statutes, including Section 3 of the *Housing Act of 1968* as amended. All Program employees shall be employees of the Contractor. The Contractor shall have the full and exclusive authority to solicit for and retain subcontractors based on its best business judgment in compliance with federal and State procurement requirements.

2.5.18. Reporting
The Contractor shall prepare a monthly report due by the tenth of the following month for MDHA that includes the following:

a. *Status Report:* all requirements/activities of the Amended Settlement Agreement
b. *Leasing Report:* current units under lease and utilization rate for Section 8, FSS, portable vouchers, and homeownership, plus a monthly leasing analysis and projection through the year-end;
c. *PIC Report:* current PIC reporting rate and PIC Error Report;
d. *Management Report:* significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor, MDHA, and/or the HUD Oversight Administrator;
e. *Administrative Fees Report:* administrative fees earned calculation based on units under lease at the first of the month; and,
f. *VMS Report:* most recently submitted.

The Contractor shall prepare a quarterly report due by the 15th of the following month for MDHA that includes the following:

a. *SEMAP Report:* status for each indicator.

2.5.19. Fraud Investigations and Referrals
The Contractor shall conduct investigations and research into allegations of fraud, waste, or abuse within the Section 8 Program upon request of MDHA and provide responses within imposed deadlines. The Contractor shall conduct investigations and research into allegations of fraud, waste, and abuse within the Section 8 Program when identified directly by the Contractor and report significant instances to MDHA for referral to the HUD Office of Inspector General.

2.5.20. Litigation
The Contractor, in cooperation with the County Attorney's Office shall review any new, current and pending litigation and provide advice and recommendations to the County Attorney's Office regarding the open cases. MDHA will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under MDHA management of the Section 8 Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Section 8 Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. After the Transition Date, the Contractor shall also indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its

employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2.5.21. Information Requests
The Contractor shall upon request of MDHA provide and/or produce reports, summaries, or data for any aspect of the Section 8 Program under this contract. The Contractor shall provide access to program files and data to MDHA, HUD, and/or other official regulatory or investigatory entity on demand.

2.5.22. Contractor Representational Activities and MDHA Branding
The Contractor shall attend and represent MDHA in meetings and presentations directly related to the Section 8 Program. To the extent possible, the Contractor shall ensure that customers and the general public recognize that the Section 8 Program is part of MDHA, and that the Contractor and its subcontractors appear and identify themselves as MDHA's contractors of the Program. The Contractor shall include MDHA's name and logo on any and all printed materials and shall get MDHA's approval of the materials prior to their distribution.

2.5.23. Outgoing Plan
Not later than two months prior to the end of the Agreement (including any extension) the Contractor shall prepare and submit to MDHA an Outgoing Plan addressing the following:

a. Transition of program operations and debriefing;
b. Status and/or assessment of program operations for each Contract requirement stated herein under ongoing period;
c. Transfer of data;
d. Accounting and financial reporting;
e. Inventory and return of MDHA computers.

The Contractor shall be prepared to provide clarification to or discussion of the plan with MDHA if requested.

Attachment A to Scope of Services

Performance Standards

1. Full Performance. The Contractor shall be considered to have performed satisfactorily and shall be compensated as negotiated under this Contract based on the following criteria:

a. Timeliness. The Contractor must meet due dates and timelines imposed by the Contract, including those identified in the Deliverables.

b. Quality. The Contractor must submit accurate, complete, and well written Deliverables as required by the Contract.

c. Transition plan and schedule. The Contractor must submit a complete and well written transition plan and schedule.

d. Lease-up and Utilization. The Contractor must achieve at least 95% utilization of HAP funding (not to exceed MDHA's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) at the end of MDHA's Fiscal Year 2009 (September 30, 2009). Thereafter, the Contractor must maintain at least 95% utilization of HAP funding (not to exceed MDHA's unit cap) based on ABA or UMA to be measured quarterly beginning December 31, 2009.

e. PIH Information Center (PIC). The Contractor must achieve a PIC reporting rate of at least 95% or other minimum as required by HUD for each month during the transitional and ongoing periods. The Contractor will not be penalized for any data reporting below 95% that occurred prior to July 2009.

f. SEMAP. The Contractor must achieve at least a Standard Performer rating of 60% or greater from HUD under the Section 8 Management Assessment Program (SEMAP) for MDHA's Fiscal Year 2010.

2. Exceeding Full Performance. The Contractor shall be considered to have performed beyond the minimum level in specific areas and therefore entitled to additional fees under this Contract during the transitional period, On-going period and any option years as specified below based on the following criteria:

a. Lease-up and Utilization. The Contractor shall be entitled to a bonus of 1% of the quarterly negotiated fee for each quarter it achieves at least 98% utilization (not to exceed MDHA's unit cap) based on Annual Budget Authority (ABA) and Unit Months Available (UMA).

b. PIH Information Center (PIC). The Contractor shall be entitled to a bonus of 1% of the monthly negotiated fees for each month it achieves and maintains a PIC reporting rate of at least 98% during the transitional or ongoing periods.

c. SEMAP. The Contractor shall be entitled to a bonus of 2% of annual negotiated fees if it achieves a High Performer rating of 90% or greater from HUD under SEMAP for any of MDHA's fiscal years of this Contract.

At no time can the total contract and total bonuses exceed 95% of actual administrative funds received by MDHA during the year. Bonuses will be paid no later than 45 days following the end of the contract year.

3. Less Than Full Performance. The Contractor shall be considered to have performed at less than a satisfactory level in specific areas and therefore penalized through the withholding of the negotiated fees under this Contract as specified below based on the following criteria:

a. Timeliness. The Contractor shall be penalized $1,000.00 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services, Deliverables, and Reports.

b. Quality. The Contractor shall be penalized $1,000.00 for each document returned or not accepted by MDHA for failure to meet the requirements of the Scope of Services, as delineated in Section 2.0, above.

c. Lease-up and Utilization. The Contractor shall be penalized 2% of the actual quarterly negotiated fees each quarter it fails to achieve at least 95% utilization of HAP funding (not to exceed MDHA's unit cap) based on ABA or UMA for each quarter after the first day of the On-Going period.

d. PIH Information Center (PIC). The Contractor shall be penalized 10% of the administrative fees received by MDHA if it fails to achieve a PIC reporting rate of at least 95% or other minimum standard required by HUD for each month. The Contractor shall begin reporting client data to PIC at a 95% rate of each month's transactions beginning July 2009. No penalties will be assessed or imposed for failing to achieve the 95% reporting rate in any month prior to February 2010. The Contractor will not be penalized for any data reporting below 95% that occurred prior to July 2009.

e. SEMAP. A Troubled Performer designation for the fiscal year end September 2010 or later during the contract period may result in the termination of the contract. If termination occurs, MDHA may assess a penalty of 25% of the final month's negotiated payment.

Deductions in the form of Liquidated Damages will be imposed each month with the deductions made to the administrative fees to the next payment made to the Contractor after MDHA determines the amount to be deducted. For circumstances MDHA has determined are beyond the control of the Contractor, disincentives will not be applied.

SCOPE OF SERVICES FOR MOD REHAB, SRO AND SPC PROGRAMS (OPTIONAL)

2.6 Background

MDHA also has 2,127 Section 8 Moderate Rehabilitation (Mod Rehab) units, 290 Single Room Occupancy (SRO) units and 608 Shelter Plus Care (SPC) units under its administration. MDHA will continue to administer the Mod Rehab, SRO and SPC units; however, the Contractor shall take over these programs, in the instance that the County, on an optional basis at its sole discretion, requests that the Contractor administer these programs. The County's option to outsource these programs is conditioned on whether MDHA is successful in administering these programs within the next nine months. At the conclusion of the nine-month period the County intends to assess MDHA's administration of these programs and may make a decision to outsource at that time. Any reference to a Notice to Proceed in Sections 2.6 through 2.10 of this Scope of Services shall apply to the Notice to Proceed for Optional Services, used interchangeably, here in Sections 2.6 through 2.10, as Notice to Proceed for Optional Services and Notice to Proceed, (the Mod Rehab, SRO and SPC units) as covered in Sections 2.6 through 2.10.

2.7 Scope of Required Services

The Contractor shall manage and oversee all operations and areas of the MDHA Mod Rehab, SRO and SPC programs, including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to MDHA and performing requirements of the Mod Rehab, SRO and SCP programs.

Throughout the Contractor's contractual relationship with MDHA, MDHA shall, as supported by HUD, provide enhanced oversight, lend reasonable support and guidance to the Contractor, as needed, and review and evaluate the Contractor's performance.

The Contractor shall administer the specified Programs of MDHA in accordance with an approved transition plan and schedule. The Contractor shall also follow the specific requirements of this Agreement, and the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Programs or settlement agreement resulting from litigation related to the Programs.

The Contractor shall have a two month preliminary period for conducting preparatory activities including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described in this Scope of Services, to assume day-to-day operations. During this preliminary period, MDHA will continue to process annual recertifications with effective dates prior to two months after the Notice to Proceed for Optional Services (Transition Date for Optional Services), and carry out all program activities. The Contractor shall then have a 7 month transitional period. During the transitional period, following consultation with the Contractor, MDHA will continue to process annual recertifications with effective dates prior to the Transition Date for Option Services and the Contractor will be responsible for annual recertifications with an effective date on or after the Transition Date for Optional Service. During the transitional period, the Contractor will also be responsible for other Program activities delineated in the Scope of Services. Seven months from the Transition Date for Option Services, the Contractor shall have full responsibility for all activities for all Program participants. The Contractor's

accomplishment of these functions shall be measured by stated performance standards (see Attachment B in this Scope of Services for Optional Services).

2.8 Preliminary Activities

The Contractor shall have two months for preparation (preliminary period) to undertake planning and organizational activities as identified in this Scope of Services prior to assuming responsibility for operations of the optional programs. Once assuming responsibilities, the Contractor shall have 7 months to conduct transitional activities (transitional period) as identified in this Scope of Services.

Within two months of the Notice to Proceed Date for these Optional Services, the Contractor shall, at a minimum, complete the following Preliminary activities and take any other actions necessary to begin transitional activities on the first day following the two-month preliminary period (Transition Date). All required plans submitted during the preliminary period shall be subject to review and approval by MDHA.

2.8.1. Post-Award Orientation
Within seven calendar days of the Notice to Proceed Date for these Optional Services, the Contractor shall attend an orientation and planning meeting with the MDHA and a representative of HUD at a time and location in Miami-Dade County, Florida, to be designated at the time of award.

2.8.2. Project Management
Within seven calendar days of the Notice to Proceed Date for these Optional Services, the Contractor shall assign a Project Manager as the primary contact with MDHA. The Contractor shall provide sufficient management to ensure that tasks performed under this Agreement are provided efficiently, accurately, and timely as described herein. MDHA will assign a Contract Administrator to be the Contractor's primary point of contact with MDHA.

2.8.3. Transition Plan and Schedule
Within one month of the Notice to Proceed Date for these Optional Services, the Contractor shall submit a transition plan and schedule to MDHA as specified below describing how the Contractor plans to complete the work during the transitional period and establishing milestones for measuring progress. MDHA and HUD will review the plan and make comments and recommendations to the Contractor on the plan within 15 days of receiving it.

2.8.4. Financial Management
The Contractor shall coordinate with MDHA's Chief Financial Officer to prepare to ensure timely and accurate payments to vendors on the first day of the transitional period.

2.8.5. Hiring and Training of Staff
The Contractor shall take necessary actions to hire and train staff needed to operate the Programs. The Contractor shall consider current MDHA Program employees for placement in Program positions and address in its hiring plans how it will outreach to current MDHA Program staff; however, the Contractor shall not be required to hire any current MDHA Program staff. Additionally, the Contractor shall address in its hiring plans how it will outreach to MDHA Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12USC1701u §3).

2.8.6. Office Space
The Contractor shall have full responsibility for ensuring it has adequate office space to operate the Programs on the first day of the transitional period and shall take necessary actions to acquire office space if appropriate. For functions of the Programs that require direct, in-person contact with Program participants, such as for intake or recertifications, the Contractor shall choose a location centrally located in Miami-Dade County and/or multiple locations across the County. The Contractor shall ensure that all Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, and other applicable laws and the Voluntary Compliance Agreement (VCA) executed between the County and HUD. MDHA will not provide office space or pay rent for office space separate from this Agreement.

2.8.7. Equipment and Software
MDHA shall provide the Emphasys Elite software program, Windows XP, Microsoft Office Suite, their licensing agreements, and desktop computers. Within one month of the Notice to Proceed Date, the Contractor shall submit a request to MDHA for desktop computers. MDHA will provide them to the Contractor no less than 15 days prior to the Transition Date. MDHA will not provide internet service, email service, computer software not listed above, laptop computers, technical support, servers, switches, routers, or related network conductivity equipment.

2.8.8. Systems Access
The Contractor shall take necessary actions to coordinate with MDHA to gain access to and assume use of MDHA's Emphasys Elite, Windows XP, and Microsoft Office Suite, which the Contractor shall use. The Contractor shall also take necessary actions to gain access to Program systems, including but not limited to the Enterprise Income Verification (EIV) system, and the PIH Information Center (PIC).

2.8.9. Quality Control
The Contractor shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Program functions. The Contractor shall track all functions of the Programs and all elements of the Agreement, including but not limited to, core functions listed under Regulatory Compliance in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. The Contractor shall provide the plan to MDHA by the Transition Date.

2.8.10. Housing Quality Standards (HQS) Inspections
The Contractor shall assess MDHA's current HQS policy and procedures, propose any policy or procedural modifications to MDHA, and develop an internal control plan as part of MDHA's Administrative Plan. The Contractor shall provide a written report of its assessment, proposed policy and procedural modifications, and plan to MDHA by the first day of the transitional period.

2.8.11 Program Files
The Contractor shall develop a plan for transitioning Program files from MDHA to the Contractor and preserving and carrying forward original source documents related to initial program eligibility (e.g. proof of citizenship, identity, family composition, etc.) and the latest recertification documentation including Form HUD 50058. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents,

maintaining a secure environment that complies with the requirements of the *Privacy Act* and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and storage system that meets the requirements above. Within one month of the Notice to Proceed date for Optional Services, the Contractor shall provide the plan to MDHA.

The Contractor shall develop a plan for transitioning Program files from MDHA to the Contractor and preserving and carrying forward original source documents related to initial program eligibility (e.g. proof of citizenship, identity, family composition, etc.) and the latest recertification documentation including Form HUD 50058. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the *Privacy Act* and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and storage system that meets the requirements above. Within one month of the Notice to Proceed date, the Contractor shall provide the plan to MDHA.

2.8.12. Lease-Up
The Contractor shall establish a leasing schedule that will ensure that at least 95% of the units are leased by the end of the Transition Period for the Optional Services. The Contractor shall provide its leasing schedule to MDHA by the Transition Date.

2.8.13. Administrative Plan/PHA Plan
The Contractor shall review the portions of the Section 8 Administrative Plan and MDHA's Annual/Five-Year PHA Plan as it relates to the Mod Rehab, SRO and SPC Programs and propose any policy or procedural modifications to MDHA. The Contractor shall provide a written report of its assessment and proposed modifications to MDHA by the Transition Date. The Contractor shall operate under MDHA's existing Administrative Plan and Five-Year PHA Plan until MDHA meets all requirements for approval.

2.8.14. Utility Allowance
The Contractor shall review the current utility allowance schedule and take necessary steps to correct any deficiencies noted. The Contractor shall provide a written report of its assessment and planned corrective actions, if any, to MDHA by the Transition Date.

2.8.15. Customer Service and Complaints Processing
The Contractor shall establish a customer service plan that includes a process for the timely handling of participant (landlord or tenant) calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by MDHA within imposed deadlines. The Contractor shall provide the plan to the MDHA by the Transition Date.

2.8.16. Litigation
The Contractor, in cooperation with the County Attorney's Office shall review any new, current and pending litigation and provide advice and recommendations to the County Attorney's Office regarding the open cases. MDHA will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall provide its advise and recommendations to the County Attorney's Office within two months of the Transition Date. The Contractor shall not be held responsible for any actions and/or litigation originating under MDHA management of the Mod Rehab, SRO and SPC

programs prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Mod Rehab, SRO and SPC programs. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. After the Transition Date, the Contractor shall also indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2.8.17 Additional Program Functions and Requirements
The Contractor shall identify any Program functions or requirements not listed above and develop a plan for complying with such requirements. The Contractor shall submit its plans by the Transition Date.

2.9 Transitional Activities

During the transitional period, the Contractor shall, at a minimum, complete the following transitional activities, in accordance with the required transitional plan and schedule developed by the Contractor and approved by the MDHA during the preliminary period. All required plans submitted during the transitional period shall be subject to review and approval by MDHA.

2.9.1. Transition Plan and Schedule
The Contractor shall conduct activities in accordance with the transitional plan and schedule developed and submitted during the preliminary period. Should the Contractor require any changes to the transitional plan and schedule, it shall submit its revisions to MDHA within five business days for MDHA's approval. The Contractor shall remain responsible for completing Work items under this Agreement in a timely manner regardless of changes it makes to the Plan.

2.9.2. Project Management
The Contractor's Project Manager shall attend a regular monthly Contract Meeting with MDHA's Contract Administrator, MDHA staff, and/or HUD representative(s). In addition, the Contractor's Project Manager or designee shall attend MDHA's senior staff and/or other meetings as requested by MDHA.

2.9.3. Regulatory Compliance
During the transitional period, the Contractor shall take necessary actions to ensure the Program is compliant with the specific requirements of this Agreement, and requirements of federal statutes, program regulations, notices, judicial orders and decrees, directives and guidance applicable to the Mod Rehab, SRO and SPC Programs and settlement agreements resulting from litigation related to the Programs. Specific areas of compliance include but are not limited to:

a. Initial participant eligibility, screening, and briefing
b. Annual/Interim participant recertification

c. Income calculation, third-party/EIV verification
d. Family composition verification bedroom size
e. Utility allowance schedules
f. Tenant rent and Housing Assistance Payment calculations
g. Utility reimbursements
h. Rent increase requests
i. Vacancy Payments
j. Initial and annual Housing Quality Standards inspections
k. Program enforcement
l. Informal Reviews, Informal Hearings and Appeals
m. Reasonable accommodation requests
n. Any other related Program requirements not listed above

2.9.4. Quality Control
On the first day of the transitional period ("Transition Date"), the Contractor shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Program functions. The Contractor shall track all functions of the Program and all elements of the Agreement, including but not limited to, core functions listed above under Regulatory Compliance, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. If during the transitional period the Contractor uncovers additional quality control issues or program errors, including prior payment errors to vendors, the Contractor shall be responsible for taking necessary actions to correct the errors.

2.9.5. Housing Quality Standards (HQS) Inspections
The Contractor shall implement its HQS internal control plan developed during the preliminary period and conduct HQS functions in accordance with federal regulations and policies and procedures adopted by MDHA as part of its Administrative Plan.

2.9.6. Lease-Up
The Contractor shall implement the leasing schedule to ensure that at least 95% of the units are leased by the end of the Transition Period for Optional Services.

2.9.7. Program Files
The Contractor shall implement the MDHA approved plan for transitioning Program files from MDHA to the Contractor.

2.9.8. PIC Reporting
The Contractor shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC) and maintain a PIC reporting rate of at least 95% or other minimum as required by HUD. The Contractor shall ensure that PIC data is accurate and timely reported.

2.9.9. Customer Service and Complaints Processing
The Contractor shall implement the MDHA approved customer service plan developed during the preliminary period.

2.9.10. Waiting List
The Contractor shall receive participant referrals to the program from MDHA; however, the Contractor shall not be responsible for maintaining and managing the Mod Rehab, SRO and SPC waiting list as long as the *Adker Consent Decree* that regulates MDHA's

management of its waiting lists is in effect. The *Adker Decree* is scheduled to expire in August 2009. After the expiration of the *Adker Decree* and upon request to the Contractor by MDHA, the Contractor shall, within 30 calendar days, propose a new Section 8 waiting list policy to MDHA and develop a transitional and implementation plan. The Contractor shall provide the proposed policy and plan, which includes site-based waiting list policies for Project Based Voucher contracts, if appropriate, to MDHA also within 30 calendar days of notification by MDHA. Upon adoption of a new policy by MDHA in its Administrative Plan and Annual/Five-Year Public Housing Agency Plan, the Contractor shall assume full responsibility for maintaining and managing the Section 8 waiting list. Once the Contractor has assumed responsibility for maintaining and managing the waiting list, it shall do so in compliance with program requirements and MDHA policy.

Notwithstanding the expiration of the Adker Consent Decree, the Contractor shall comply with the requirements of Adker to the extent that the Contractor shall not discriminate against any applicant or participant on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that every Section 8 applicant and/or participant is afforded equal opportunity and access to the Section Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that its operation and administration of the Mod Rehab, SRO and SPC programs complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Chapter 11-A of the Code of Miami-Dade County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the Contractor shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including (1) provide an Analysis of Impediments to fair housing choice; (2) take actions to cover the effects of the identified impediments; and (3) maintain records to support the County's affirmatively furthering fair housing certifications.

2.9.11. Financial Management

The Contractor shall coordinate with MDHA's Chief Financial Officer to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data on request to the finance office for audit purposes. MDHA will retain responsibility for issuing payments electronically and/or printing and signing of checks.

2.9.12. Staffing and Subcontracting

The Contractor shall have the full and exclusive authority to hire and/or terminate its Program staff based on its best business judgment subject to budgetary constraints and in compliance with any labor agreements and federal statutes, including Section 3 of the *Housing Act of 1968* as amended. All Program employees shall be employees of the Contractor. The Contractor shall have the full and exclusive authority to solicit for and retain subcontractors based on its best business judgment in compliance with federal and State procurement requirements.

2.9.13. Reporting

The Contractor shall prepare a monthly report in electronic and paper format due by the tenth of the following month for MDHA that includes the following:

a. *Status Report:* all requirements/activities of the transitional plan and schedule and Amended Settlement Agreement
b. *Leasing Report:* current units under lease for the Programs, plus a monthly leasing analysis and projection through the year-end;
c. *PIC Report:* current PIC reporting rate and PIC Error Report;
d. *Management Report:* significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor, MDHA, and/or the HUD Oversight Administrator; and
e. *Administrative Fees Report:* administrative fees earned calculation.

2.9.14. Fraud Investigations and Referrals
The Contractor shall conduct investigations and research into allegations of fraud, waste, or abuse within the Section 8 Program upon request of MDHA and provide responses within imposed deadlines. The Contractor shall conduct investigations and research into allegations of fraud, waste, and abuse within the Mod Rehab, SRO and SPC Programs when identified directly by the Contractor and report significant instances to MDHA for referral to the HUD Office of Inspector General.

2.9.15. Litigation and Program Counsel
The Contractor, in cooperation with the County Attorney's Office shall review any new, current and pending litigation and provide advice and recommendations to the County Attorney's Office regarding the open cases. MDHA will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under MDHA management of the Mod Rehab, SRO and SPC programs prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Mod Rehab, SRO and SPC programs. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. After the Transition Date, the Contractor shall also indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2.9.16. Information Requests
The Contractor shall upon request of MDHA provide and/or produce reports, summaries, or data for any aspect of the Mod Rehab, SRO and SPC Programs under this contract. The Contractor shall provide access to program files and data to MDHA, HUD, and/or other official regulatory or investigatory entity on demand.

2.9.17. Contractor Representational Activities and MDHA Branding
The Contractor shall attend and represent MDHA in meetings and presentations directly related to the Section 8 Program. To the extent possible, the Contractor shall ensure that customers and the general public recognize that the Section 8 Program is part of MDHA, and that the Contractor and its subcontractors appear and identify themselves as

MDHA's contractors of the Program. The Contractor shall include MDHA's name and logo on any and all printed materials and shall get MDHA's approval of the materials prior to their distribution.

2.10 Ongoing Activities and Functions

2.10.1. Project Management

The Contractor's Project Manager shall attend a regular monthly Contract Meeting with MDHA's Contract Administrator, MDHA staff, and/or HUD representative(s). In addition, the Contractor's Project Manager or designee shall attend MDHA's senior staff and/or other meetings as requested by MDHA.

2.10.2. Regulatory Compliance

The Contractor shall ensure the Program is compliant with the specific requirements of this Agreement, and requirements of federal statutes, program regulations, notices, judicial orders and decrees, directives and guidance applicable to the Section 8 Program and settlement agreements resulting from litigation related to the Section 8 Program. Specific areas of compliance include but are not limited to:

a. Initial participant eligibility, screening, and briefing
b. Annual/Interim participant recertification
c. Income calculation, third-party/EIV verification
d. Family composition verification bedroom size
e. Utility allowance schedules
f. Tenant rent and Housing Assistance Payment calculations
g. Utility reimbursements
h. Rent increase requests
i. Vacancy Payments
j. Initial and annual Housing Quality Standards inspections
k. Program enforcement
l. Informal Reviews, Informal Hearings and Appeals
m. Reasonable accommodation requests
n. Any other related Program requirements not listed above

2.10.3. Quality Control

The Contractor shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The Contractor shall track all functions of the Program and all elements of the Agreement, including but not limited to, core functions listed above under Regulatory Compliance, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

2.10.4. Housing Quality Standards (HQS) Inspections

The Contractor shall conduct HQS functions in compliance with its HQS internal control plan developed during the preliminary period as well as with federal regulations and policies and procedures adopted by MDHA as part of its Administrative Plan.

2.10.5. Lease-Up

The Contractor shall maintain at least 95% of the units leased throughout ongoing period and any extension exercised.

2.10.6. PIC Reporting

The Contractor shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC) and maintain a PIC reporting rate of at least 95% or other minimum as required by HUD. The Contractor shall ensure that PIC data is accurate and timely reported.

2.10.7. Program Files
The Contractor shall maintain Program files in accordance with the MDHA approved plan and applicable laws, regulations, and policies.

2.10.8. Landlord Relations
The Contractor shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely and correct HAP payments, timely scheduling and conducting of HQS inspections, timely processing of rent increases and adjustments to HAP, improved communications and complaints processing, and education on program rules, landlord rights and obligations.

2.10.9. Customer Service and Complaints Processing
The Contractor shall handle participant (landlords and tenants) calls and complaints in a timely and professional manner, including calls and complaints from the County's 311 service. The Contractor shall research and respond to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by MDHA within imposed deadlines.

2.10.11. Information Dissemination
The Contractor shall provide program information for MDHA's website, which shall be the sole website for the Mod Rehab, SRO and SPC Programs. The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Programs as necessary and in accordance with its plan developed during the transitional period, subject to MDHA's review and approval.

2.10.12. Waiting List
The Contractor shall receive participant referrals to the program from MDHA; however, the Contractor shall not be responsible for maintaining and managing the Mod Rehab, SRO and SPC waiting list as long as the *Adker Consent Decree* that regulates MDHA's management of its waiting lists is in effect. The *Adker Decree* is scheduled to expire in August 2009. After the expiration of the *Adker Decree* and upon request to the Contractor by MDHA, the Contractor shall, within 30 calendar days, propose a new Section 8 waiting list policy to MDHA and develop a transitional and implementation plan. The Contractor shall provide the proposed policy and plan, which includes site-based waiting list policies.

Notwithstanding the expiration of the Adker Consent Decree, the Contractor shall comply with the requirements of Adker to the extent that the Contractor shall not discriminate against any applicant or participant on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that every Section 8 applicant and/or participant is afforded equal opportunity and access to the Section Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The Contractor shall ensure that its operation and administration of the Mod Rehab, SRO and Shelter Plus Care Programs complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of

1973, Chapter 11-A of the Code of Miami-Dade County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the Contractor shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including (1) provide an Analysis of Impediments to fair housing choice; (2) take actions to cover the effects of the identified impediments; and (3) maintain records to support the County's affirmatively furthering fair housing certifications.

2.10.13. Financial Management
The Contractor shall maintain coordination with MDHA's finance office to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data on request to the finance office for audit purposes. MDHA will retain responsibility for issuing payments electronically and printing and signing of checks.

2.10.14. Staffing and Subcontracting
The Contractor shall have the full and exclusive authority to hire and/or terminate its Program staff based on its best business judgment subject to budgetary constraints and in compliance with any labor agreements and federal statutes, including Section 3 of the *Housing Act of 1968* as amended. All Program employees shall be employees of the Contractor. The Contractor shall have the full and exclusive authority to solicit for and retain subcontractors based on its best business judgment in compliance with federal and State procurement requirements.

2.10.15. Reporting
The Contractor shall prepare a monthly report due by the tenth of the following month for MDHA that includes the following:

a. *Status Report:* all requirements/activities of the Amended Settlement Agreement
b. *Leasing Report:* current units under lease for the Programs and a monthly leasing analysis and projection through the year-end;
c. *PIC Report:* current PIC reporting rate and PIC Error Report;
d. *Management Report:* significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor, MDHA, and/or the HUD Oversight Administrator; and
e. *Administrative Fees Report:* administrative fees earned calculation.

2.10.16. Fraud Investigations and Referrals
The Contractor shall conduct investigations and research into allegations of fraud, waste, or abuse within the Mod Rehab, SRO or SPC programs upon request of MDHA and provide responses within imposed deadlines. The Contractor shall conduct investigations and research into allegations of fraud, waste, and abuse within the Programs when identified directly by the Contractor and report significant instances to MDHA for referral to the HUD Office of Inspector General.

2.10.17. Litigation
The Contractor, in cooperation with the County Attorney's Office shall review any new, current and pending litigation and provide advice and recommendations to the County Attorney's Office regarding the open cases. MDHA will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under MDHA management of the

Mod Rehab, SRO and SPC programs prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Mod Rehab, SRO and SPC programs. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. After the Transition Date, the Contractor shall also indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2.10.18. Information Requests

The Contractor shall upon request of MDHA provide and/or produce reports, summaries, or data for any aspect of the Mod Rehab, SRO, SPC Programs under this contract. The Contractor shall provide access to program files and data to MDHA, HUD, and/or other official regulatory or investigatory entity on demand.

2.10.19. Contractor Representational Activities and MDHA Branding

The Contractor shall attend and represent MDHA in meetings and presentations directly related to the Mod Rehab, SRO, and SPC programs. To the extent possible, the Contractor shall ensure that customers and the general public recognize that the Programs are part of MDHA, and that the Contractor and its subcontractors appear and identify themselves as MDHA's contractors of the Program. The Contractor shall include MDHA's name and logo on any and all printed materials and shall get MDHA's approval of the materials prior to their distribution.

2.10.20. Outgoing Plan

Not later than two months prior to the end of the Agreement (including any extension) the Contractor shall prepare and submit to MDHA an Outgoing Plan addressing the following:

a. Transition of program operations and debriefing;
b. Status and/or assessment of program operations for each Contract requirement stated herein under ongoing period;
c. Transfer of data;
d. Accounting and financial reporting;
e. Inventory and return of MDHA computers.

The Contractor shall be prepared to provide clarification to or discussion of the plan with MDHA if requested.

Attachment B to Scope of Services – Optional Services

Performance Standards

1. Full Performance. The Contractor shall be considered to have performed satisfactorily and shall be compensated as negotiated under this Contract based on the following criteria:

a. Timeliness. The Contractor must meet due dates and timelines imposed by the Contract, including those identified in the Scope of Services for Optional Services.

b. Quality. The Contractor must submit accurate, complete, and well written Deliverables for Optional Services as required by the Contract.

c. Transition plan and schedule. The Contractor must submit a complete and well written transition plan and schedule.

d. Lease-up and Utilization. The Contractor must achieve at least 95% occupancy by the end of the Transition Period for the Optional Services. Thereafter, the Contractor must maintain at least 95% occupancy.

e. PIH Information Center (PIC). The Contractor must achieve a PIC reporting rate of at least 95% or other minimum as required by HUD for each month during the transitional and ongoing periods.

2. Exceeding Full Performance. The Contractor shall be considered to have performed beyond the minimum level in specific areas and therefore entitled to additional fees under this Contract during the transitional period, On-going period and any option years as specified below based on the following criteria:

a. Lease-up. The Contractor shall be entitled to a bonus of 1% of the quarterly negotiated fee for each month it achieves 100% occupancy for all three Programs (Mod Rehab, SRO and SPC).

b. PIH Information Center (PIC). The Contractor shall be entitled to a bonus of 1% of the monthly negotiated fees for each month it achieves and maintains a PIC reporting rate of at least 98% during the transitional or ongoing periods for the Mod Rehab and SRO Programs.

At no time can the total contract and total bonuses exceed 95% of actual administrative funds received by MDHA during the year. Bonuses will be paid no later than 45 days following the end of the contract year.

3. Less Than Full Performance. The Contractor shall be considered to have performed at less than a satisfactory level in specific areas and therefore penalized through the withholding of the negotiated fees under this Contract as specified below based on the following criteria:

a. Timeliness. The Contractor shall be penalized $1,000.00 for each deadline imposed by the Contract it fails to meet those identified in the Deliverables for Optional Services.

b. Quality. The Contractor shall be penalized $1,000.00 for each document returned or not accepted by MDHA for failure to meet the requirements of the Scope of Services for Optional Services, as delineated in Section 2.6.1 above.

c. Lease-up. The Contractor shall be penalized 2% the actual quarterly negotiated fees each quarter it fails to achieve at least 95% occupancy.

d. PIH Information Center (PIC). The Contractor shall be penalized 2% of the actual negotiated fees if it fails to achieve a PIC reporting rate of at least 95% or other minimum standard required by HUD for each month. The Contractor shall begin reporting client data to PIC at a 95% rate of each month's transactions beginning with the Ongoing Period for the Optional Services. The Contractor will not be penalized for any data reporting below 95% that occurred prior to the start of the Ongoing Period.

Deductions in the form of Liquidated Damages will be imposed each month with the deductions made to the administrative fees to the next payment made to the Contractor after MDHA determines the amount to be deducted. For circumstances MDHA has determined are beyond the control of the Contractor, disincentives will not be applied.

APPENDIX B

Q U A D E L
CONSULTING CORPORATION

November 19, 2008

Mr. Andrew Zawoyski, CPPO, CPPB
Miami-Dade County
Department of Procurement Management
111 NW 1st Street
Ste 1300
Miami, Florida 33128-1974

Dear Mr. Zawoyski,

Quadel Consulting is pleased to submit a supplement to our proposal to provide Section 8 Oversight and Management Services to the Miami-Dade Housing Agency, as you requested in our meetings on November 12, and November 19, 2008.

- Attached you will find Attachments 1 and 2; tables listing all deliverables required by the scope of services for the Housing Choice Voucher program and the Optional Services, including deadlines. The lists of deliverables are a combination of activities, assessments, plans and reports, and are identified under the appropriate title in the table.
- Quadel Consulting is in compliance with the new Miami-Dade vendor registration requirements. Attachment 3 is a copy of the required executed and notarized Affirmation Form.
- Attachment 4 is a revised budget and variance schedule which is based upon our discussion of pricing.
- As stated in our original proposal, Quadel has a cash balance of over five million dollars and has access to a bank line-of-credit for an additional eight million dollars, enabling the company to fully meet the financing requirements of this contract. There are no material differences in Quadel's financial condition since the original proposal was submitted on October 17, 2008.
- On November 5, 2008 Quadel received a letter from proposed sub-consultant Debra Torres informing us that she has accepted a full time position in Sarasota, Florida. This will preclude her from providing the level of effort included in our proposal, but she will be available for limited consulting. No later than January 30, 2009, Quadel will notify MDHA in writing of Ms. Torres' replacement.

If you have any further questions, please do not hesitate to contact me or Roberta Graham at (202) 789-2500.

Sincerely,

John K. Nolan
Executive VP and CFO

ATTACHMENT 1

List of Deliverables for the Housing Choice Voucher Program

ACTIVITIES		
Sow #	***Performance Requirement***	***Due Dates***
2.3.1	Attend Post Award Orientation Meeting	January 14, 2009
2.3.2	Assign Project Manager	January 7, 2009
2.3.7	Contractor Requests Desktop Computers And Files	February 1, 2009
2.4.14	Family Self Sufficiency Program- Contractor Corrects Errors Found During Assessment	October 1, 2009
ASSESSMENTS		
Sow #	***Performance Requirement – Contractor Agrees To Provide Written Assessment Reports With Proposed Policy Modifications, As Follows:***	***Due Dates:***
2.3.10	HQS Assessment	April 1, 2009
2.3.13	Assessment Of the Administrative Plan/PHA Plan - Review And Recommendations	April 1, 2009
2.3.15	Utility Allowance Assessment	April 1, 2009
2.3.16	Family Self Sufficiency Program Assessment	April 1, 2009
2.3.19	Assessment Of Litigation With Advice And Recommendations	June 1, 2009
2.4.13	Assessment Of Website - Review And Summary	October 1, 2009
2.4.14	Family Self Sufficiency Program – Evaluation Of IDP's And Audit Of Escrow Accounts	July 1, 2009
2.4.15	Homeownership Program Assessment	August 1, 2009
2.4.16	Project Based Voucher Program Assessment	August 1, 2009

ATTACHMENT 1 Cont'd

List of Deliverables for the Housing Choice Voucher Program

PLANS		
Sow #	***Performance Requirement - Contractor Agrees To Provide Written Plans As Follows:***	***Due Dates***
2.3.10	HQS Internal Control Plan (Policy, Modifications And Plan)	April 1, 2009
2.3.11	Program File Transition Plan	March 1, 2009
2.3.12	Plan For Lease-Up And Utilization Schedule	April 1, 2009
2.3.17	Landlord Relations Plan	April 1, 2009
2.3.18	Customer Service Plan	April 1, 2009
2.3.20	Plan For Any Additional Program Functions And Requirements	April 1, 2009
2.3.3.	Transition Plan And Schedule	March 1, 2009
2.3.9	Quality Control Plan	April 1, 2009
2.4.11	Landlord Outreach Plan	October 1, 2009
2.4.13	Information Dissemination Plan	October 1, 2009
2.4.17	Waiting List Plan - Transitional And Implementation Plan	30 Days From MDHA Request
2.4.17	Proposed Policy And Plan For Site-Based And Project Based Waiting Lists	30 Days From MDHA Request
REPORTS		
Sow #	***Performance Requirement - Contractor Agrees To Provide Written Reports As Follows:***	***Due Dates***
2.3.14	Report On Rent Reasonableness Review And Decisions	April 1, 2009
2.4.21 & 2.5.18	Monthly Report	May 10, 2009 And Every 10th Of Month Thereafter
2.4.21 & 2.5.6	Quarterly SEMAP Report	July 15 2009 And On Every 15th Of July, October, January, And April Thereafter
2.4.24 & 2.5.21	Information Requests - Reports, Summaries, Or Data	On Demand By MDHA
2.4.9 & 2.5.7	PIC Report To HUD	July 1, 2009 And The Last Day Of Every Month Thereafter
2.4.10	SEMAP Submission To MDHA	November 15, 2009 And Every November 15th Thereafter

ATTACHMENT 2

List of Deliverables for the Optional Services

ACTIVITIES		
Sow #	***Performance Requirement***	***Due Dates***
2.8.1	Attend Post Award Orientation Meeting	7 Days From Notice To Proceed
2.8.2	Assign Project Manager	7 Days From Notice To Proceed
2.8.7	Contractor Requests Desktop Computers And Files	1 Month From Notice To Proceed
ASSESSMENT		
Sow #	***Performance Requirement – Contractor Agrees To Provide Written Assessment Reports With Proposed Policy Modifications, As Follows:***	***Due Dates***
2.8.10	HQS Assessment	By Transition Date
2.8.13	Assessment Of The Administrative Plan/PHA Plan Review And Recommendations	By Transition Date
2.8.14	Utility Allowance Assessment	By Transition Date
2.8.16	Assessment Of Litigation With Advice And Recommendations	2 Months From Transition Date
PLAN		
Sow #	***Performance Requirement - Contractor Agrees To Provide Written Plans As Follows:***	***Due Dates***
2.8.10	HQS Internal Control Plan (Policy, Modifications And Plan)	By Transition Date
2.8.11	Program File Transition Plan	1 Month From Notice To Proceed
2.8.12	Plan For Lease-Up And Utilization Schedule	By Transition Date
2.8.15	Customer Service Plan	By Transition Date
2.8.17	Plan For Any Additional Program Functions And Requirements	By Transition Date
2.8.3	Transition Plan And Schedule	1 Month From Notice To Proceed
2.8.9	Quality Control Plan	By Transition Date
2.9.10	Waiting List Plan - Transitional And Implementation Plan	1 Month From MDHA Request
2.9.10	Proposed Policy And Plan For Site-Based And Project Based Waiting Lists	1 Month From MDHA Request
REPORT		
Sow #	***Performance Requirement - Contractor Agrees To Provide Written Reports As Follows:***	***Due Dates***
2.9.13 & 2.10.15	Monthly Report	40 Days From Transition Date And Every 10th Of Month Thereafter
2.9.16	Information Requests - Reports, Summaries, Or Data	On Demand By MDHA
2.9.8 & 2.10.6	PIC Report To HUD	1 Month From Transition Date And The Last Day Of Every Month Thereafter

Miami-Dade County

Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : 648 **Federal Employer Identification Number (FEIN):** 52-1109581

Contract Title: MDHA Section 8 Housing Oversight and Management Services

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

John K. Nolan — Printed Name of Affiant

Executive Vice President & CFO — Printed Title of Affiant

Signature of Affiant

Quadel Consulting Corporation — Name of Firm

November 14, 2008 — Date

1200 G. Street, NW, Suite 700 — Address of Firm

Washington, DC — State

20005 — Zip Code

Notary Public Information

Notary Public ~~– State of~~ District of Columbia ~~County of~~

Subscribed and sworn to (or affirmed) before me this 14th day of, November 20 08.

by John K. Nolan He or she is personally known to me ☑ or has produced identification ☐

Type of identification produced

Signature of Notary Public

Serial Number

Mirna R. Bonilla — Print or Stamp of Notary Public

8/31/12 — Expiration Date

Notary Public Seal

ATTACHMENT 4

Revised HCV Proposal Detail by Contract Year (11/17/08)

Function	Base Year 1	Base Year 2	Option Year 1	Option Year 2	Option Year 3
Occupancy & Special Programs	$1,461,539	$1,910,011	$1,960,857	$2,039,292	$2,120,863
HQS Inspections	$1,400,939	$1,774,468	$1,830,656	$1,903,882	$1,980,037
Intake & Eligibility	$893,415	$1,074,946	$1,097,623	$1,141,528	$1,187,189
Performance Management & Finance	$800,420	$1,007,071	$1,031,448	$1,072,706	$1,115,614
Call Center Customer Service	$746,223	$591,736	$606,254	$630,504	$655,725
Program Management	$692,547	$681,377	$658,959	$685,317	$712,730
Information Technology	$604,322	$542,827	$553,950	$576,108	$599,153
Human Resources & Operations Support	$462,309	$549,722	$571,711	$594,580	$618,363
Community Relations & Communications	$286,841	$276,684	$286,012	$297,452	$309,351
Security Service	$109,337	$151,614	$157,679	$163,986	$170,545
Transition Team	$354,765	$89,034	-	-	-
Subtotal	$7,812,658	$8,649,490	$8,755,149	$9,105,355	$9,469,570
Other Direct Costs*	$1,690,504	$1,626,340	$1,641,588	$1,703,323	$1,767,528
Total	$9,503,162	$10,275,830	$10,396,737	$10,808,678	$11,237,098
G&A (11%)	$1,045,348	$1,130,341	$1,143,641	$1,188,955	$1,236,081
Fee (8%)	$843,881	$912,494	$923,230	$959,811	$997,854
Grand Total (Revised Bid, 11/17/08)	$11,392,391	$12,318,665	$12,463,608	$12,957,444	$13,471,033

Variance between Revised Bid (11/17/08) and Initial Bid (10/17/08)

Bid	Base Year 1	Base Year 2	Option Year 1	Option Year 2	Option Year 3	Total
Initial Bid (10/17/08)	$11,688,865	$12,375,380	$12,345,877	$12,839,713	$13,353,302	$62,603,141
Change	($296,474)	($56,715)	$117,730	$117,730	$117,730	$0
Grand Total (Revised Bid, 11/17/08)	$11,392,391	$12,318,665	$12,463,608	$12,957,444	$13,471,033	$62,603,141

Memorandum

MIAMI-DADE COUNTY

Date: October 31, 2008

To: George M. Burgess
County Manager

Thru: Miriam Singer
Director
Department of Procurement Management

From: Andrew Zawoyski
Chief Negotiator
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 648 MDHA Section 8 Housing Oversight and Management Services

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The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the above referenced Request for Proposals following the guidelines published in the solicitation as summarized below.

Committee meeting dates: October 17, 2008, October 24, 2008 and October 30, 2008.

Verification of compliance with contract measures:
Not applicable since the Review Committee did not assign any contract measures to this solicitation.

Verification of compliance with minimum qualification requirements:
The solicitation did not have any minimum qualification requirements.

Summary of scores:

The preliminary scores are as follows:

Pre-Oral Presentations

Proposer	*Technical Score* (max. 630)	*Price Score* (max. 70)	*Total Combined Score* (max. 700)	*Price/Cost Submitted*
1. McKay Management Services	578	61	639	$11,964,618
2. Quadel Consulting Corp.	498	51	549	$11,688,866
3. FirstPic, Inc.	355	41	400	$11,565,643
4. Florida Multifamily Asset Management	359	39	394	$11,366,663

Price proposals were reviewed in conjunction with the technical proposals. The Evaluation/Selection Committee decided to hold oral presentations, on October 30, 2008, with the top two ranked firms. The other two proposals were eliminated from further consideration.

The final scores are as follows:

Post-Oral Presentations

Proposer	***Technical Score***	***Price Score***	***Total Combined Score***	***Price/Cost Submitted***
	(max. 540)	*(max. 60)*	*(max. 600)*	
1. Quadel Consulting Corp.	477	46	523	$11,964,618
2. McKay Management Services	333	43	376	$11,688,866

Local Preference:
Federal dollars fund this program and in accordance with federal procedures Local Preference was not considered in this evaluation.

Other information:
One of the five Proposers, McCright & Associates, LLC, proposed to perform only Housing Quality Standard (HQS) inspections and to prepare rent reasonableness services throughout Miami Dade Housing Agency (MDHA) jurisdiction. While these two operations are components of the requested services, the purpose of Request for Proposals (RFP) No. 648 is to select a firm that "shall manage and advise in all operations and areas of the MDHA Section 8 program". This fact was brought to the attention of the County Attorney, who after reviewing the proposal opined that the McCright's submission is non-responsive.

One of the members of the Evaluation/Selection Committee (Ms. Brenda Broadnax) did not attend the Oral Presentations and did not participate in the final scoring of the two remaining proposals.

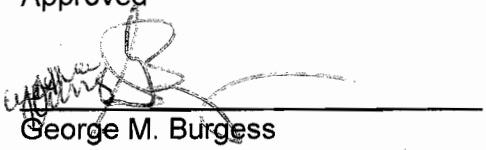
Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the proposer with the highest score, Quadel Consulting Corporation. The following individuals will participate in the negotiations:

Andrew Zawoyski, Chief Negotiator, DPM
Jose Cintron, MDHA Transition Liaison
Miguel Correa, HUD Program Analyst
Elaine Furey, HUD Senior Housing Specialist
David Vargas, HUD – PIH Associate Deputy Assistant Secretary

The Evaluation/Selection Committee voted unanimously to proceed to negotiations with the highest ranked proposer based upon the results of the scoring of proposals, which were completed in accordance with the RFP. The Committee felt that overall the recommended Proposer's experience, their approach to providing services, their financial and managerial resources, and the experience and qualifications of the staff that will perform work was superior to that of the second rated proposer.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved



George M. Burgess
County Manager

1/4/08
Date

Not Approved

George M. Burgess
County Manager

Date

Memorandum

MIAMI-DADE COUNTY

Date: October 21, 2008

To: Andrew Zawoyski
Chief Negotiator
Department of Procurement Management

From: Terrence A. Smith, Assistant County Attorney

Subject: Request for Legal Opinion RFP No. 648, MDHA Section 8 Housing Oversight and Management Services

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You have requested a legal opinion from me on whether the proposal submitted by McCright & Associates, LLC (McCright), in response to RFP No. 648 is responsive.

McCright proposes to only perform Housing Quality Standard (HQS) inspections and to prepare rent reasonableness services throughout MDHA's jurisdiction. However, the purpose of RFP No. 648 is to outsource the "management and oversight of operations and areas of the Section 8 programs" and possibly to also outsource the Moderate Rehabilitation, Single Room Occupancy and Shelter Plus Care programs. Although HQS inspections and rent reasonableness services are components of the management and oversight responsibilities of the selected contractor, the intent of the RFP is not to piecemeal these responsibilities, but to ensure that whoever is selected "shall manage and advise in all operations and areas of the MDHA Section 8 program." (See section 2.2 of the RFP). This point is made even more evident by the settlement agreement between the County and the U.S. Department of Housing and Urban Development, which mandates that "the Section 8 Housing Choice Voucher program is outsourced in its entirety to a qualified entity having expertise in the administration of a Section 8 program." Accordingly, it is my opinion that McCright's submission is non-responsive.

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

COMPOSITE - Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (7 members)	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	140	72	107			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	140	55	101			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	280	164	214			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	70	42	55			
TOTALTECHNICAL POINTS *(Total of technical rows above)*	90	630	333	477			
Price Points	10	70	43	46			
TOTAL POINTS	100	700	376	523			

SIGNATURE: PRINT: DATE:

Chairperson — Andrew Ewoyski — 10/30/08

Reviewed By — Sylvia Novela — 10/31/08

10/31/2008

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

JOSE CINTRON (MDHA)

Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	18	20			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	14	18			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	30	38			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	8	10			
Total Technical Points *(Total of technical rows above)*	90	70	86			
Price Points	10	8	8			
TOTAL POINTS	100	78	94			

José Cintron
SIGNATURE

10/30/08
DATE

RATING GUIDELINES:

Excellent:	Significantly exceeds all requirements, expectations and/or understanding	17-20	33-40	9-10
Very Good:	Exceeds requirements, expectations and/or understanding	13-16	25-32	7-8
Good:	Meets requirements, expectations and/or understanding	9-12	17-24	5-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-8	9-16	3-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-4	0-8	0-2

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

STEPHEN SCHNELLER (U.S. HUD)

Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	12	20			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	12	20			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	32	36			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	10	10			
Total Technical Points *(Total of technical rows above)*	90	66	86			
Price Points	10	10	6			
TOTAL POINTS	100	76	92			

Stephen Schneller
SIGNATURE

10/30/08
DATE

RATING GUIDELINES:

Excellent:	Significantly exceeds all requirements, expectations and/or understanding	17-20	33-40	9-10
Very Good:	Exceeds requirements, expectations and/or understanding	13-16	25-32	7-8
Good:	Meets requirements, expectations and/or understanding	9-12	17-24	5-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-8	9-16	3-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-4	0-8	0-2

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

ELAINE FUREY (U.S. HUD)

Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	10	15			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	8	15			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	25	35			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	5	8			
Total Technical Points (*Total of technical rows above*)	90	48	73			
Price Points	10	6	8			
TOTAL POINTS	100	54	81			

Elaine Furey
SIGNATURE

10/30/08
DATE

RATING GUIDELINES:

Excellent:	Significantly exceeds all requirements, expectations and/or understanding	17-20	33-40	9-10
Very Good:	Exceeds requirements, expectations and/or understanding	13-16	25-32	7-8
Good:	Meets requirements, expectations and/or understanding	9-12	17-24	5-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-8	9-16	3-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-4	0-8	0-2

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

MIGUEL CORREA (U.S. HUD)

Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	8	14			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	4	12			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	27	35			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	4	7			
Total Technical Points (*Total of technical rows above*)	90	43	68			
Price Points	10	5	6			
TOTAL POINTS	100	48	74			

Miguel A. Correa
SIGNATURE

30 October 2008
DATE

RATING GUIDELINES:

Excellent:	Significantly exceeds all requirements, expectations and/or understanding	17-20	33-40	9-10
Very Good:	Exceeds requirements, expectations and/or understanding	13-16	25-32	7-8
Good:	Meets requirements, expectations and/or understanding	9-12	17-24	5-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-8	9-16	3-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-4	0-8	0-2

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

CLARENCE BROWN (OCED)

Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	14	18			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	12	18			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	30	35			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	10	10			
Total Technical Points (*Total of technical rows above*)	90	66	81			
Price Points	10	8	8			
TOTAL POINTS	100	74	89			

Clarence Brown
SIGNATURE

10/30/2008
DATE

RATING GUIDELINES:

Excellent:	Significantly exceeds all requirements, expectations and/or understanding	17-20	33-40	9-10
Very Good:	Exceeds requirements, expectations and/or understanding	13-16	25-32	7-8
Good:	Meets requirements, expectations and/or understanding	9-12	17-24	5-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-8	9-16	3-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-4	0-8	0-2

RFP NO. 648
MDHA SECTION 8 HOUSING OVERSIGHT AND MANAGEMENT SERVICES
EVALUATION OF PROPOSALS

AMANDA LOPEZ (Section 8 Landlord Association, Inc.)

Post Oral

SELECTION CRITERIA / PROPOSERS	Maximum Points	McKay Management Services	Quadel Consulting Corporation			
Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	20	10	20			
Relevant experience and qualifications of key individuals, including Key individuals of subcontractors, which will be assigned to this project and experience and qualifications of subcontractors	20	5	18			
Proposer's approach to providing the services requested in this Solicitation and Proposer's available management and financial resources	40	20	35			
Proposer's demonstrated ability to meet all schedules and time frames as stated in this Solicitation	10	5	10			
Total Technical Points (*Total of technical rows above*)	90	40	83			
Price Points	10	6	10			
TOTAL POINTS	100	46	93			

SIGNATURE

10-30-2008
DATE

RATING GUIDELINES:

Excellent:	Significantly exceeds all requirements, expectations and/or understanding	17-20	33-40	9-10
Very Good:	Exceeds requirements, expectations and/or understanding	13-16	25-32	7-8
Good:	Meets requirements, expectations and/or understanding	9-12	17-24	5-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-8	9-16	3-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-4	0-8	0-2