

Memorandum

MIAMI-DADE
COUNTY

Date: February 18, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(B)

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contracts No. 661A and 661B: MDPHA
Private Attorney Services

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of the referenced contracts for private attorney services to represent Miami-Dade Public Housing Agency (MDPHA) in housing eviction actions.

CONTRACT NO: Contracts No. 661A and 661B

CONTRACT TITLE: Private Attorney Services - MDPHA

DESCRIPTION: The County owns and operates approximately 9,200 public housing units through MDPHA. In order to maintain safe and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. Contract No. 661A is recommended for award to De Leon & De Leon, P.A. as the primary provider of private attorney services. Contract No. 661B is recommended for award to Clyne and Associates, P.A. as a secondary provider of private attorney services.

TERM: One year with three, one-year options-to-renew.

APPROVAL TO ADVERTISE: November 24, 2008

CONTRACT AMOUNT: \$200,000 per year

If the County exercises the three, one-year options-to-renew, the total contract value will be \$800,000.

ALLOCATION, MANAGING
AGENCY AND FUNDING SOURCE:

<u>Department</u>	<u>Allocation</u>	<u>Funding Source</u>
MDPHA	\$200,000	Federal Funding

METHOD OF AWARD: Awarded to the highest ranked responsive, responsible vendors based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.

**VENDORS RECOMMENDED
 FOR AWARD:**

Contractor	Address	Principal
De Leon & De Leon, P.A. (Local vendor)	66 West Flagler Street Suite 800 Miami, FL 33130	Mr. Neil De Leon, Esq.
Clyne & Associates, P.A. (Local vendor)	814 Ponce de Leon Blvd. Suite 210 Coral Gables, FL 33134	Mr. Reginald J. Clyne, Esq.

PERFORMANCE DATA: There are no performance issues with the recommended firms.

COMPLIANCE DATA: There are no compliance issues with the recommended firms.

**VENDORS NOT RECOMMENDED
 FOR AWARD:** David F. Anderson, P.A.
 Wadsworth Huott, LLP
 Ehrenstein Charbonneau Calderin
 Alberto M. Cardet, P.A.
 Bryant Miller Olive P.A.
 Hamilton, Miller, P.A.

CONTRACT MEASURES: The Review Committee of August 6, 2008 did not recommend a participation measure due to federal fund source restrictions.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The User Access Program provision will apply. The 2% program discount will be collected on all purchases where permitted by funding source.

LOCAL PREFERENCE: Not applicable due to fund source restrictions.

PROJECT MANAGER: Mr. Alex Ballina, Miami-Dade Public Housing Agency

**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

Miami-Dade County owns and operates approximately 9,200 public housing units. The County relies on subsidies from the United States Department of Housing and Urban Development (HUD), and rent collected from residents. In exchange for accepting the subsidy from HUD, the County agrees to provide decent, safe, and sanitary housing, and that residents are treated in a fair and equitable manner. In compliance with HUD regulations, an eviction process is handled by MDPHA. Approximately 500 evictions are pursued each year.

Evictions are typically pursued against residents involved in criminal and drug activity, violent or destructive behavior, non-payment of rent, among other significant violations of their lease. The County pursues evictions in accordance with Chapter 83 of the Florida Statutes (Landlord/Tenant Act), the adopted Screening and Eviction for Drug Abuse, and the "Other Criminal Activity" policy based on the Federal "One Strike Law". Because of the number of eviction cases, and the cost and time associated with these cases, continued access to a contract for private attorney services is required to support this function. A primary provider will perform the required legal services. A secondary provider will act as the back-up in the event of a back-log.

Following the evaluation process, De Leon & De Leon, P.A. (De Leon) was deemed the highest ranked proposer and Alberto M. Cardet, P.A. (Cardet) was the second ranked proposer. Clyne & Associates, P.A. (Clyne), one of the two incumbents currently providing these legal services was ranked the lowest. One member of the Review Team gave zero scores to Clyne in each category of the scoring criteria. This affected the outcome of the evaluation and placed Clyne last in the order of ranking. (See Attachment 1 – Report of Review Team Memo dated February 24, 2009). Four separate analyses were performed to see if the zero scores skewed the results of the evaluation. Following consultation with the County Attorney's Office, the Review Team was reconvened and requested to review the results of the analyses. It was the unanimous decision of the Review Team to stay with the original recommendation. Staff continued with the procurement process. After negotiations, a recommendation memo was filed with the Clerk of the Board to award contracts to the top two highest ranked proposers (See Attachment 2 – Letter to Proposers dated June 26, 2009 and attachments). This recommendation was protested by Clyne citing that the action taken by the one evaluator who gave Clyne zeros in all categories was improper (See Attachment 3 – Protest Letter dated July 1, 2009).

Pursuant to Implementing Order 3-21 (I.O. 3-21) "Bid Protest Procedures", an informal protest hearing is held when a contract term is valued at up to \$250,000. The proposed contract term is one year, with three, one year Options to Renew. Following consultation with the County Attorney's Office, an informal protest process was initiated. Implementing Order 3-21 states that the issuing department director provide an opportunity to settle the protest, and upon failure of resolution, the director shall issue a report and recommendation to the County Manager. The informal protest hearing resulted in a recommendation that the County Manager consider rejecting the results of the evaluation by the initial Review Team, and that a new Review Team be established to evaluate the proposals (See Attachment 4 – Informal Protest Report dated August 4, 2009 and supplement dated August 27, 2009). This recommendation was approved. A new Review Team was appointed. Following evaluation, the new Review Team selected De Leon as the highest ranked proposer and Clyne as the second ranked proposer (See Attachment 5 – Report of Review Team Memo dated October 6, 2009). A synopsis of the results of both evaluation processes are presented in the chart below.

Proposer	Original Review Team	New Review Team
DeLeon & DeLeon, P.A.	Highest Ranked Proposer	Highest Ranked Proposer
Clyne & Associates, P.A.	Seventh Ranked Proposer (Tie)	Second Ranked Proposer
Bryant Miller Olive P.A.	Third Ranked Proposer	Third Ranked Proposer
Alberto Cardet, P.A.	Second Ranked Proposer	Fourth Ranked Proposer
Wadsworth Huott, LLP	Fourth Ranked Proposer	Fifth Ranked Proposer
David F. Anderson, P.A.	Six Ranked Proposer	Six Ranked Proposer
Hamilton, Miller, P.A.	Seventh Ranked Proposer (Tie)	Seventh Ranked Proposer
Ehrenstein Charbonneau Calderin	Fifth Ranked Proposer	Eighth Ranked Proposer

Pursuant to Miami-Dade Charter Section 5.06, contracts for private attorney services require approval by the Board of County Commissioners.


Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: February 18, 2010

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

SUBJECT: Agenda Item No. 8(O)(1)(B)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(O)(1)(B)
2-18-10

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH DE LEON & DE LEON, P.A. AND CLYNE AND ASSOCIATES, P.A. TO OBTAIN PRIVATE ATTORNEY SERVICES, IN THE AMOUNT NOT TO EXCEED \$200,000.00 FOR THE INITIAL CONTRACT TERM AND \$600,000 FOR THE OPTION TO RENEW PERIODS IN THE AGGREGATE FOR MIAMI-DADE PUBLIC HOUSING AGENCY TO ASSIST THE COUNTY IN HOUSING EVICTION ACTIONS, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN. CONTRACTS NO. 661A AND 661B

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 De Leon and De Leon, P.A. and Clyne and Associates, P.A. in the amount not to exceed \$200,000.00 for the initial contract term and \$600,000 for the option to renew periods in the aggregate, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and 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:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th
day of February, 2010. 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.



Oren Rosenthal

Date: February 24, 2009

To: George M. Burgess
County Manager

Through: Miriam Singer, CPPO 
Director
Department of Procurement Management

From: Andrew Zawoyski, CPPO, Chairperson Review Team 

Subject: Report of Review Team for EPP-RFP No. 661: MDHA Private Attorney Services - Request to Negotiate

The Review Team has completed the task of evaluating offers submitted in response to the referenced Request for Proposals (RFP) through the County's Expedited Purchasing Program, following the guidelines published in the solicitation as summarized below.

Team meeting dates: January 5, 2009 and January 12, 2009

Verification of compliance with contract measures: The funding source for these services is federal dollars. The Review Committee recommended a "no measure" for this contract on August 8, 2008.

Verification of compliance with minimum qualification requirements:

The solicitation included minimum qualification requirements which were reviewed by the Chairperson and the 4 person Review Team. All of the proposers met the requirements.

Summary of Scores:

The Review Team reviewed and evaluated the eight proposals (as listed below) based upon the criteria and associated weights listed in the RFP. Price proposals were evaluated in conjunction with the technical proposals as stated in the RFP.

The eight proposers were as follows:

- 1) David F. Anderson, P.A.
- 2) Wadsworth Huott, LLP
- 3) Ehrenstein Charbonneau Calderin
- 4) Clyne & Associates
- 5) Alberto M. Cardet, Esq.
- 6) Bryant Miller Olive P.A.
- 7) Hamilton, Miller & Birthisel, LLP
- 8) DeLeon & DeLeon P.A.

The proposals were evaluated and scores were submitted at the January 12, 2009 meeting. The composite scores are as follows:

<i>Proposer</i>	<i>Technical Score</i>	<i>Price Score</i>	<i>Total Combined Score</i>
	<i>(max.320)</i>	<i>(max.80)</i>	<i>(max.400)</i>
1. DeLeon & DeLeon P.A.	280	68	348
2. Alberto M. Cardet, Esq.	244	67	311
3. Bryant Miller Olive P.A.	250	32	282
4. Wadsworth Huott LLP	223	49	272
5. Ehrenstein Charbonneau Calderin	205	48	253
6. David F. Anderson, P.A.	195	27	222
7. Clyne & Associates	188	33	221
8. Hamilton, Miller & Birthisel, LLP	177	44	221

The Review Team decided not to hold oral presentations. Pricing consisted of flat rates, hourly rates and unit pricing for the attorney services as stated in attached spreadsheet. Local Preference was not applicable due to the federal funding source.

Other Information:

- A) As a result of discussions at the Pre-proposal Conference, Addendum No. 1 modified the price proposal form to include two flat fee rates for Filing Fee Actions, one for non-court appearance related services, and one for court appearance related services. David F. Anderson, P.A. submitted pricing utilizing the original price schedule, and stated in the Acknowledgement of Addenda Form (A-3) that he did not receive Addendum No. 1. A review of the Department of Procurement Management's e-Procurement system indicates that this addendum was indeed sent out to all proposers including David F. Anderson, P.A (copy attached). The email used to issue the addendum was the same email used to issue the solicitation.

- B) The RFP stipulated that the County would select a primary firm and a secondary firm. The secondary firm will be utilized only in the event of a back-log and/or any performance issues with the primary vendor.

Negotiations: The Review Team recommended that the County enter into negotiations with the highest ranked and second highest ranked proposers: DeLeon & DeLeon P.A. as primary, and Alberto M. Cardet, Esq. as secondary. The following individuals will participate in the negotiations:

Andrew Zawoyski, Chairperson – DPM
Betty Jones, Site Manager - MDHA
Arlester Shorter, Procurement Specialist - MDHA

Justification for Proceeding to Negotiations:

The Review Team voted unanimously to proceed to negotiations with the two firms. The Team determined that the overall experience of the two highest ranked proposers, their approach to providing services, the experience and qualifications of the staff that will perform the services, as well as, their pricing offered the best value to the County. It is therefore respectfully recommended that authorization be granted to initiate negotiations with these two firms.

Approved


George M. Burgess
County Manager

3/19/09
Date

Not Approved

George M. Burgess
County Manager

Date

Attachments:

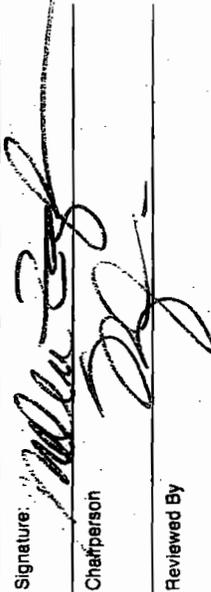
Review Team Member Scoring Sheets and Composite Score Sheet

Review Team:

- Craig Clay, Chief Financial Officer - MDHA
- Cynthia Moore, Acting Assistant Director, MDHA
- Betty Jones, Site Manager, MDHA
- Arlester Shorter, Purchasing Specialist, MDHA

Cc: Jose Cintron, Director, MDHA

SELECTION PROPOSERS	CRITERIA	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.	Hamilton, Miller & Birthisel, LLP
	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	64	85	70	67	90	90	61
	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	65	73	59	65	80	85	56
	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	44	38	46	35	46	47	36
	Proposer's approach to providing training services required by this RFP	22	27	30	21	28	28	24
	Total Technical Points (Total of above rows)	195	223	205	188	244	250	177
	Total Price Points	27	49	48	33	67	32	44
	TOTAL POINTS (Technical + Price)	222	272	253	221	311	282	221

Signature:  1/27/09
 Chairperson:  1/27/09
 Reviewed By: _____

Ranking

SELECTION PROPOSERS	CRITERIA		DeLeon & DeLeon P.A.
	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP		107
	Proposer's familiarity and experience with public and/or assisted housing laws and regulations.		89
	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project		49
	Proposer's approach to providing training services required by this RFP		35
Total Technical Points <i>(Total of above rows)</i>			280
Total Price Points			68
TOTAL POINTS <i>(Technical + Price)</i>			348

Signature:

Chairperson

Reviewed By

Ranking			

MDHA PRIVATE ATTORNEY SERVICES
EVALUATION OF PROPOSALS

CRAIG CLAY

SELECTION CRITERIA	PROPOSERS	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	18	18	20	22	20	23	
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	15	12	12	20	20	22	
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	10	9	9	12	10	12	
Proposer's approach to providing training services required by this RFP	4	6	8	5	5	6	
Total Technical Points (Total of above rows)	47	54	49	59	55	63	
Total Price Points	0	12	16	14	20	8	
TOTAL POINTS (Technical + Price)	47	66	65	73	75	71	


SIGNATURE

1/12/2009
DATE

RATING GUIDELINES:	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
Excellent: Significantly exceeds all requirements, expectations and/or understanding	24-30	20-25	16-20	12-15	8-10
Very Good: Exceeds requirements, expectations and/or understanding	18-24	15-20	12-16	9-12	6-8
Good: Meets requirements, expectations and/or understanding	12-18	10-15	8-12	6-9	4-6
Fair: Meets some major and necessary requirements, expectations and/or understanding	6-12	5-10	4-8	3-6	2-4
Poor: Provides little or no understanding, expectations, and/or requirements	0-6	0-5	0-4	0-3	0-2

CRAIG CLAY

SELECTION PROPOSERS CRITERIA			DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	20	25	
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	15	20	
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	11	15	
Proposer's approach to providing training services required by this RFP	7	8	
Total Technical Points (Total of above rows)	53	68	
Total Price Points	10	18	
TOTAL POINTS (Technical + Price)	63	86	


 SIGNATURE

1/12/2009
 DATE

Proposer's experiences with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
24-30	20-25	16-20	12-15	8-10
18-24	15-20	12-16	9-12	6-8
12-18	10-15	8-12	6-9	4-6
6-12	5-10	4-8	3-6	2-4
0-6	0-5	0-4	0-3	0-2

RATING GUIDELINES:

- Excellent: Significantly exceeds all requirements, expectations and/or understanding
- Very Good: Exceeds requirements, expectations and/or understanding
- Good: Meets requirements, expectations and/or understanding
- Fair: Meets some major and necessary requirements, expectations and/or understanding
- Poor: Provides little or no understanding, expectations, and/or requirements

1111 WALTER
 WDH PRIVATE ATTORNEY SERVICES
 EVALUATION OF PROPOSALS

BETTY JONES

SELECTION PROPOSERS	CRITERIA	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.
	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	20	20	20	27	23	27
	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	20	15	17	25	20	23
	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	12	10	13	12	12	14
	Proposer's approach to providing training services required by this RFP	5	5	6	10	5	5
	Total Technical Points (Total of above rows)	57	50	56	74	60	69
	Total Price Points	8	15	10	15	20	10
	TOTAL POINTS (Technical + Price)	65	65	66	89	80	79

[Signature]
 SIGNATURE
 1/12/09
 DATE

RATING GUIDELINES:	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
Excellent:	24-30	20-25	16-20	12-15	8-10
Very Good:	18-24	15-20	12-16	9-12	6-8
Good:	12-18	10-15	8-12	6-9	4-6
Fair:	6-12	5-10	4-8	3-6	2-4
Poor:	0-6	0-5	0-4	0-3	0-2

Significantly exceeds all requirements, expectations and/or understanding
 Exceeds requirements, expectations and/or understanding
 Meets requirements, expectations and/or understanding
 Meets some major and necessary requirements, expectations and/or understanding
 Provides little or no understanding, expectations, and/or requirements

BETTY JONES

SELECTION PROPOSERS CRITERIA			DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	15	27	
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	16	24	
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	11	12	
Proposer's approach to providing training services required by this RFP	8	10	
Total Technical Points (Total of above rows)	50	73	
Total Price Points	15	20	
TOTAL POINTS (Technical + Price)	65	93	

1/12/09

[Signature]
 SIGNATURE

DATE

Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experiences in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
24-30	20-25	16-20	12-15	8-10
18-24	15-20	12-16	9-12	6-8
12-18	10-15	8-12	6-9	4-6
6-12	5-10	4-8	3-6	2-4
0-6	0-5	0-4	0-3	0-2

RATING GUIDELINES:

- Excellent: Significantly exceeds all requirements, expectations and/or understanding
- Very Good: Exceeds requirements, expectations and/or understanding
- Good: Meets requirements, expectations and/or understanding
- Fair: Meets some major and necessary requirements, expectations and/or understanding
- Poor: Provides little or no understanding, expectations, and/or requirements

MDHA PRIVATE ATTORNEY SERVICES
EVALUATION OF PROPOSALS

ARLESTER SHORTER

SELECTION CRITERIA	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	20	27	18	0	27	20
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	20	20	20	0	20	20
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	15	10	15	0	15	12
Proposer's approach to providing training services required by this RFP	8	10	10	0	10	10
Total Technical Points (Total of above rows)	63	67	63	0	72	62
Total Price Points	15	15	15	0	20	10
TOTAL POINTS (Technical + Price)	78	82	78	0	92	72

Arlester Shorter
SIGNATURE

1/12/09
DATE

PROPOSER'S APPROACH TO PROVIDING TRAINING SERVICES REQUIRED BY THIS RFP	PROPOSER'S FAMILIARITY AND EXPERIENCE WITH PUBLIC AND/OR ASSISTED HOUSING LAWS AND REGULATIONS	PRICE POINTS	EXPERIENCE IN QUALIFICATIONS OF INDIVIDUALS, INCLUDING ANY SUBCONTRACTORS THAT WILL BE ASSIGNED TO THIS PROJECT
Excellent: Significantly exceeds all requirements, expectations and/or understanding	24-30	16-20	12-15
Very Good: Exceeds requirements, expectations and/or understanding	18-24	12-16	9-12
Good: Meets requirements, expectations and/or understanding	12-18	8-12	6-9
Fair: Meets some major and necessary requirements, expectations and/or understanding	6-12	4-8	3-6
Poor: Provides little or no understanding, expectations, and/or requirements	0-6	0-4	0-3

RATING GUIDELINES:

Excellent: Significantly exceeds all requirements, expectations and/or understanding
 Very Good: Exceeds requirements, expectations and/or understanding
 Good: Meets requirements, expectations and/or understanding
 Fair: Meets some major and necessary requirements, expectations and/or understanding
 Poor: Provides little or no understanding, expectations, and/or requirements

ARLESTER SHORTER

SELECTION CRITERIA	Hamilton, Miller & Birhiser, LLP	DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	20	30
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	20	25
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	10	10
Proposer's approach to providing training services required by this RFP	5	10
Total Technical Points (Total of above rows)	55	75
Total Price Points	15	20
TOTAL POINTS (Technical + Price)	70	95

Arlester Shorter
SIGNATURE

1/12/09
DATE

Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
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12-18	10-15	8-12	6-9	4-6
6-12	5-10	4-8	3-6	2-4
0-6	0-5	0-4	0-3	0-2

RATING GUIDELINES:

- Excellent: Significantly exceeds all requirements, expectations and/or understanding
- Very Good: Exceeds requirements, expectations and/or understanding
- Good: Meets requirements, expectations and/or understanding
- Fair: Meets some major and necessary requirements, expectations and/or understanding
- Poor: Provides little or no understanding, expectations, and/or requirements

WILLIAMS PRIVATE ATTORNEY SERVICES
EVALUATION OF PROPOSALS

CYNTHIA MOORE

SELECTION CRITERIA	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	6	20	12	18	20	20
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	10	16	10	20	20	20
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	7	10	9	11	9	9
Proposer's approach to providing training services required by this RFP	5	6	6	6	8	7
Total Technical Points (Total of above rows)	28	52	37	55	57	56
Total Price Points	4	7	7	4	7	4
TOTAL POINTS (Technical + Price)	32	59	44	59	64	60

Cynthia P. Moore
SIGNATURE

1/12/09
DATE

PROPOSER'S EXPERIENCE WITH LANDLORD-TENANT LAW IN THE STATE OF FLORIDA, BANKRUPTCY COURT AND TRIAL EXPERIENCE, NUMBER OF EVICTIONS HANDLED AND OUTCOMES OF SAME, AND PAST PERFORMANCE IN PROVIDING THE TYPE OF SERVICES DESCRIBED IN THIS RFP	PROPOSER'S FAMILIARITY AND EXPERIENCE WITH PUBLIC AND/OR ASSISTED HOUSING LAWS AND REGULATIONS	PRICE POINTS	EXPERIENCE IN QUALIFICATIONS OF INDIVIDUALS, INCLUDING ANY SUBCONTRACTORS THAT WILL BE ASSIGNED TO THIS PROJECT	PROPOSER'S APPROACH TO PROVIDING TRAINING SERVICES REQUIRED BY THIS RFP
24-30	20-25	16-20	12-15	8-10
18-24	15-20	12-16	9-12	6-8
12-18	10-15	8-12	6-9	4-6
6-12	5-10	4-8	3-6	2-4
0-6	0-5	0-4	0-3	0-2

RATING GUIDELINES:

- Excellent: Significantly exceeds all requirements, expectations and/or understanding
- Very Good: Exceeds requirements, expectations and/or understanding
- Good: Meets requirements, expectations and/or understanding
- Fair: Meets some major and necessary requirements, expectations and/or understanding
- Poor: Provides little or no understanding, expectations, and/or requirements

CYNTHIA MOORE

SELECTION PROPOSERS CRITERIA	Hamilton, Miller & Birthiser, LLP	DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	6	25
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	5	20
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	4	12
Proposer's approach to providing training services required by this RFP	4	7
Total Technical Points (Total of above rows)	19	64
Total Price Points	4	10
TOTAL POINTS (Technical + Price)	23	74

20

1/12/09
DATE

Cynthia P. Moore
SIGNATURE

Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
24-30	20-25	16-20	12-15	8-10
18-24	15-20	12-16	9-12	6-8
12-18	10-15	8-12	6-9	4-6
6-12	5-10	4-8	3-6	2-4
0-6	0-5	0-4	0-3	0-2

RATING GUIDELINES:

- Excellent: Significantly exceeds all requirements, expectations and/or understanding
- Very Good: Exceeds requirements, expectations and/or understanding
- Good: Meets requirements, expectations and/or understanding
- Fair: Meets some major and necessary requirements, expectations and/or understanding
- Poor: Provides little or no understanding, expectations, and/or requirements



**Miami-Dade
Department of Procurement Management**

Vendors/Entities Notified of an Addendum

Solicitation Number: EPP-RFP 661

Title: Private Attorney Services

Due Date: 12/22/2008 2:00:00 PM

Addendum: Addendum_No__1_pfd.pdf

Date Sent: 12/16/2008 12:33:47 PM

Commodities:

Total Vendors Notified:

<u>Vendor/Entity</u>	<u>Login Date</u>	<u>Address</u>	<u>Contact Info</u>
426 Management Group	11/26/2008 4:15:41 PM	Street: 22469 SW 103rd Ave City: Miami State: FL Zip: 33190 Country: US	Email: fourtwentysixinc@hotmail. Phone: (305) 962-9524 Fax: ()
ABC	11/27/2008 5:20:42 AM	Street: ABC City: NEW YORK State: NY Zip: 10044 Country: US	Email: ABCHAR111@GMAIL.COM Phone: () Fax: ()
Adelante Staffing Services Inc.	12/1/2008 2:29:28 PM	Street: 8420 SW 45 Street City: Miami State: FL Zip: 33155 Country: US	Email: info@adelantestaffing.com Phone: (305) 2278663 Fax: (305) 2259052
Akerman Senterfitt	12/19/2008 3:48:34 PM	Street: One SE Third Ave., 25th FL City: Miami State: FL Zip: 33131 Country: US	Email: ann.condon@akerman.com Phone: (305) 982-5676 Fax: (305) 675-3247
ALberto M Cardet	11/26/2008 3:08:53 PM	Street: 1330 Coral Way #301 City: Miami State: FL Zip: 33145 Country: US	Email: acardet@justice.com Phone: (305) 403-7783 Fax: (305) 403-7824
Aldoo Bookhardt	12/11/2008 10:06:51 PM	Street: 1116 South st City: Titusville State: FL Zip: 32780 Country: US	Email: Aldon@bookhardt.com Phone: () Fax: ()
alex	12/8/2008 1:56:34 PM	Street: 2103 Coral Way #108 City: Miami State: FL Zip: 33145 Country: US	Email: STEELCONCRETE@BELLS Phone: (786) 3060329 Fax: (305) 8589442
Almani Marketing	12/2/2008 12:53:45 PM	Street: 5211 Garfield street City: Hollywood State: FL Zip: 33021 Country: US	Email: plandrin@comcast.net Phone: () Fax: ()
Antonio G Hernandez PA	12/20/2008 3:13:49 PM	Street: 1000 ponce blvd #303 City: coral gables State: FL Zip: 33134 Country: US	Email: hern8491@bellsouth.net Phone: (305) 4430558 Fax: (786) 5137748
asd,mfnkasdfnkj	11/28/2008 10:11:49 AM	Street: nkjsadjh City: kjasdkjh State: NJ Zip: 08217 Country: US	Email: uniquedatatech@gmail.com Phone: (123) 231231 Fax: (121) 2312
Award Excellence	12/18/2008 11:42:10 AM	Street: 3800 N 28th way City: Hollywood State: FL Zip: 33020 Country: US	Email: msantoro@promoae.com Phone: (954) 929-4949 Fax: (954) 929-4955
Bales & Bales, P.A.	11/26/2008 3:02:21 PM	Street: 4000 Ponce de Leon Blvd., Ste 470 City: Coral Gables State: FL Zip: 33146 Country: US	Email: mbales@balesfirm.com Phone: (305) 777 Fax: (305) 675-3977
Barbara Sanjurjo	12/11/2008 9:50:14 AM	Street: 90 Almeria Avenue City: Coral Gables State: FL Zip: 33134 Country: US	Email: barbara@uniontitleservice. Phone: (305) 448 Fax: (305) 445-4454
Centurion	12/11/2008 7:28:29 AM	Street: 111 SW 5th Ave City: Miami State: FL	Email: frm90@comcast.net Phone: (305) 2994312

21

		Zip: 33130 Country: US	Fax: (786) 9990284
Clyne & Associates, P.A.	11/26/2008 4:43:30 PM	Street: 2600 Douglas Road, #1100 City: Coral Gables State: FL Zip: 33134 Country: US	Email: njf@clynelegal.com Phone: (305) 4463244 Fax: (305) 4463538
Clyne & Associates, P.A.	11/26/2008 4:34:21 PM	Street: 2600 Douglas Road, Suite 1100 City: Coral Gables State: FL Zip: 33134 Country: US	Email: rjc@clynelegal.com Phone: (305) 446-3244 Fax: ()
David Anderson	12/1/2008 11:53:39 AM	Street: 7735 N.W. 146th Street, Suite 205 City: Miami Lakes State: FL Zip: 33154 Country: US	Email: dfanderson@att.net Phone: (305) 8254052 Fax: (305) 8193447
DCSNS	12/10/2008 12:30:04 AM	Street: 2520 sw 22 street City: miami State: FL Zip: 33145 Country: US	Email: david@dcsns.com Phone: () Fax: ()
DeLeon & DeLeon, P.A.	11/26/2008 4:37:33 PM	Street: 66 West Flagler St. #800 City: Miami State: FL Zip: 33130 Country: US	Email: deleonpa@bellsouth.net Phone: (305) 374-5494 Fax: (305) 374-5498
Ellen Pilelsky	12/5/2008 11:30:09 AM	Street: 2500 Weston Road, Suite 404 City: Weston State: FL Zip: 33331 Country: US	Email: ellen@oplaw.net Phone: (954) 384-6114 Fax: (954) 384-6115
Envirowaste	12/19/2008 5:44:44 PM	Street: 4 se 1 st City: miami State: FL Zip: 33131 Country: US	Email: eddybarba@gmail.com Phone: (305) 6379665 Fax: (305) 6379659
eric johnson	12/4/2008 1:27:42 AM	Street: Bid Ocean, PO Box 40445 City: Grand Junction State: CO Zip: 81504 Country: US	Email: eric@bidocean.com Phone: (866) 347-9657 Fax: ()
Florida Bid Reporting	12/7/2008 7:35:21 AM	Street: P. O. Box 37189 City: Tallahassee State: FL Zip: 32315 Country: US	Email: kila@floridabid.com Phone: () Fax: ()
Gray Robinson, P.A.	12/19/2008 11:41:19 AM	Street: 201 N. Franklin Street City: Tampa State: FL Zip: 33602 Country: US	Email: ttodd@gray-robinson.com Phone: (813) 273 Fax: ()
Hamilton Miller, P.A.	12/19/2008 12:03:12 PM	Street: 200 S.E. 1st Street, Suite 1102 City: Miami State: FL Zip: 33131 Country: US	Email: jmiller@hamiltonmillerlaw. Phone: (305) 379-3686 Fax: (305) 379-3690
Hamilton, Miller & Birthisel LLP	12/16/2008 2:58:56 PM	Street: 200 Southeast First Street, Suite 1102 City: Miami State: FL Zip: 33131 Country: US	Email: jhamilton@hamiltonmillerl Phone: (305) 3793686 Fax: (305) 3793690
International Bankers Financial Group, Inc.	12/1/2008 1:49:57 PM	Street: 2828 Coral Way Suite #100 City: Miami State: FL Zip: 33145 Country: US	Email: ibankersrubel@aol.com Phone: (305) 442 4443 Fax: (305) 446 1343
Jeff Cazeau	12/1/2008 2:37:35 PM	Street: 800 Brickell Avenue City: Miami State: FL Zip: 33131 Country: US	Email: jpc@eccounsel.com Phone: (305) 7222002 Fax: (305) 7222001
Joe Jimenez	12/2/2008 6:32:42 PM	Street: 150 West Flagler Street #2200 City: Miami State: FL Zip: 33130 Country: US	Email: jjimenez@swmwas.com Phone: (305) 789 Fax: (305) 7892682
Johnny A. Gaspard, PLLC Attorney at Law	12/1/2008 10:13:11 AM	Street: 15025 NW 77th Ave, Suite 116 City: Miami Laked State: FL Zip: 33014 Country: US	Email: j.gaspard@jag1law.com Phone: (305) 827-8087 Fax: (305) 827-8063
jose villalobos	11/26/2008 3:13:57 PM	Street: 123 SE Third Avenue City: miami State: FL Zip: 33131 Country: US	Email: jose.villalobos@akerman.c Phone: (305) 679-5488 Fax: ()
Julio C. Cavero	12/14/2008 8:55:51 PM	Street: 50 Menores Ave. City: Coral Gables State: FL Zip: 33134 Country: US	Email: caverojulio@yahoo.com Phone: (305) 3051514 Fax: (305) 4458885
KE 2 Contract	12/1/2008 9:55:48 AM	Street: 15025 N.W. 77th Street City: Miami Lakes State: FL Zip: 33014 Country: US	Email: khollis99@comcast.net Phone: (305) 384-8055 Fax: (954) 212-0555
Kimberly Graves	12/1/2008 9:30:39 PM	Street: 2321 W. Lake Miramar Circle City: Miramar State: FL Zip: 33025 Country: US	Email: kann962@aol.com Phone: (954) 6140280 Fax: (305) 6214110
Mari Saydal	11/26/2008 3:01:21 PM	Street: 1401 NW 7ths Street City: Miami State: FL Zip: 33125 Country: US	Email: rms@miamidade.gov Phone: () Fax: ()

miami dade	12/11/2008 9:47:49 AM	Street: 111 nw 1 st City: miami State: FL Zip: 33185 Country: US	Email: YCHAUX@MIAMIDADE.GC Phone: () Fax: ()
Michael I Bernstein PA	12/1/2008 6:45:34 PM	Street: 1688 Meridian Ave Suite 418 City: Miami Beach State: FL Zip: 33139 Country: US	Email: jennscap1@aol.com Phone: (305) 672-9544 Fax: (305) 672-4572
Michael I. Feldman	12/3/2008 11:43:49 AM	Street: 200 Se 1st Ave, STE 1100 City: Miami State: FL Zip: 33131 Country: US	Email: mf@wadsworth-law.com Phone: (305) 777-1000 Fax: (305) 777-1001
Monique Sarraff-Ravelo	12/3/2008 10:31:13 AM	Street: 2525 Ponce De Leon Blvd., Suite 700 City: Coral Gables State: FL Zip: 33134 Country: US	Email: msarraff@wsh-law.com Phone: (854) 0800 Fax: (854) 2323
National Title Insurance Company	12/1/2008 8:46:37 AM	Street: 151 S.W 27 Avenue City: Miami State: FL Zip: 33135 Country: US	Email: jsanchez@nationaltitlesu: Phone: (305) 642-6220 Fax: (305) 631-7319
Onvia	12/1/2008 6:28:09 PM	Street: 509 Olive Way City: Seattle State: WA Zip: 98101 Country: US	Email: sourcemgmt@onvia.com Phone: (206) 373 Fax: (206) 373-9500
Prime Vendor, Inc	12/15/2008 2:32:06 PM	Street: 4622 Cedar Avenue City: Wilmington State: NC Zip: 28403 Country: US	Email: bids35@prime-vendor.co: Phone: (800) 746-9554 Fax: (800) 746-8307
Reliance Corp	12/5/2008 1:52:15 PM	Street: 11081 sw 59 terr City: miami State: FL Zip: 33173 Country: US	Email: reliancecorp@aol.com Phone: () Fax: ()
ROGAR MANEGEMENT & CONSULTING OF FLORIDA	11/28/2008 2:58:42 PM	Street: 12181 SW 131 AVE City: MIAMI State: FL Zip: 33186 Country: US	Email: rogarllc@gmail.com Phone: (305) 979 1991 Fax: (305) 397 2706
Susan Garland	12/2/2008 3:10:05 PM	Street: 111 Riverside Avenue, Suite 200 City: Jacksonville State: FL Zip: 32202 Country: US	Email: sgarland@bmlaw.com Phone: () Fax: ()
test	12/19/2008 6:06:03 PM	Street: test City: test State: FL Zip: 33333 Country: US	Email: aak@mimaidade.gov Phone: () Fax: ()
test	12/19/2008 6:06:16 PM	Street: test City: test State: FL Zip: 33333 Country: US	Email: aak@mimaidade.gov Phone: () Fax: ()
The Ptolemy Group, Inc.	12/8/2008 2:02:49 PM	Street: 292 Westward Dr. City: Miami State: FL Zip: 33166 Country: US	Email: stefan.cange@gmail.com Phone: () Fax: ()
Walton Jones + Browne	11/30/2008 5:01:29 PM	Street: 1999 SW 27th Avenue City: Miami State: FL Zip: 33145 Country: US	Email: ken@wjblegal.com Phone: (305) 854 Fax: (305) 8542331
Weiss Serota Helfman	12/3/2008 10:30:49 AM	Street: 2525 Ponce de Leon City: Coral Gables State: FL Zip: 33134 Country: US	Email: apalenzuela@wsh-law.cor Phone: (305) 8540800 Fax: (305) 8542323

**EPP-RFP No. 661
Private Attorney Services
Proposer's Price Schedule**

Fee Schedule		David F. Anderson, P.A.		Wadsworth Huott LLP	
1a.	Filing Eviction Actions (Non Court Related)	Flat Rate		\$350.00	
1b.	Filing Eviction Actions (Court Related)	Flat Rate		\$1,190.00	<i>Includes costs of \$440.00; This price includes the initial evaluation. Each evaluation prepared thereafter will be billed at the hourly rate listed on page 3, but the amount billed shall not exceed one (1) hour</i>
2.	Evictions that cannot be resolved at mediation and for hearing which follows mediation - except for delinquent rent purposes and/or for lease violations (covered in Section 1, above)				
	a. bench trial, defendant represented	Price per hour		\$150.00	
	b. jury trial, pro se or defendant represented	Price per hour		\$150.00	
3.	Bankruptcy Proceedings	Price per hour		\$225.00	
4.	Optional Services				
	a) Court Reporting Services	Per Hour		\$75.00	<i>Not hourly rate; billed as appearance fee. Deposition transcripts cost \$4.05 per page. Hearing transcripts cost \$5.50 per page. Copies of transcripts cost \$3.15 per page.</i>
	b) Translator Services	Per Hour		\$130.00	
	c) Photo copying charges	Per Page		\$0.10	
	d) Fax	Per Page		\$0.00	<i>No charge</i>
	e) Grievance Board Consultation	Per Hour		\$150.00	

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**EPP-RFP No. 661
Private Attorney Services
Proposer's Price Schedule**

Proposer's Name		Ehrenstein Charbonneau Calderlin		Clyne & Associates	
Fee Schedule					
1a.	Filing Eviction Actions (Non Court Related)	Flat Rate	\$200.00	\$100.00	
1b.	Filing Eviction Actions (Court Related)	Flat Rate	\$700.00	\$1,500.00	
2.	Evictions that cannot be resolved at mediation and for hearing which follows mediation - except for delinquent rent purposes and/or for lease violations (covered in Section 1, above)				
	a. bench trial, defendant represented	Price per hour	\$190.00	\$135.00	
	b. jury trial, pro se or defendant represented	Price per hour	\$190.00	\$135.00	
3.	Bankruptcy Proceedings	Price per hour	\$190.00	\$135.00	
4.	Optional Services				
	a) Court Reporting Services	Per Hour	\$0.00	\$95.00	or \$4.40 per page
	b) Translator Services	Per Hour	\$0.00	\$75.00	
	c) Photo copying charges	Per Page	\$0.10	\$0.12	
	d) Fax	Per Page	\$0.10	\$0.30	
	e) Grievance Board Consultation	Per Hour	\$190.00	\$135.00	

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**EPP-RFP No. 661
Private Attorney Services
Proposer's Price Schedule**

Alberto M. Cardet, Esq.

Bryant Miller Olive P.A.

Fee Schedule

1a.	Filing Eviction Actions (Non Court Related)	Flat Rate	\$800.00	\$800.00
1b.	Filing Eviction Actions (Court Related)	Flat Rate	\$580.00	\$2,000.00
2.	Evictions that cannot be resolved at mediation and for hearing which follows mediation - except for delinquent rent purposes and/or for lease violations (covered in Section 1, above)			
	a. bench trial, defendant represented	Price per hour	\$130.00	\$200.00
	b. jury trial, pro se or defendant represented	Price per hour	\$130.00	\$225.00
3.	Bankruptcy Proceedings	Price per hour	\$130.00	\$200.00
4.	Optional Services			
	a) Court Reporting Services	Per Hour	\$60.00	\$95.00
	b) Translator Services	Per Hour	\$80.00	\$0.00
	c) Photo copying charges	Per Page	\$0.00	\$0.15
	d) Fax	Per Page	\$0.00	\$1.00
	e) Grievance Board Consultation	Per Hour	\$130.00	\$150.00

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**EPP-RFP No. 661
Private Attorney Services
Proposer's Price Schedule**

Hamilton, Miller & Birthisel, LLP

DeLeon & DeLeon P.A.

Fee Schedule

1a.	Filing Eviction Actions (Non Court Related)	Flat Rate	\$900.00	\$400.00 court related costs; \$500.00 fees	\$300.00/\$705.00	\$705.00 represents flat rate of \$300.00 plus court costs: \$280.00 filing fee, \$30.00 service of process, \$95.00 writ of possession
1b.	Filing Eviction Actions (Court Related)	Flat Rate	\$1,000.00	\$400.00 court related costs; \$600.00 fees	\$500.00/\$905.00	\$905.00 represents flat rate of \$500.00 plus court costs: \$280.00 filing fee, \$30.00 service of process, \$95.00 writ of possession
2.	Evictions that cannot be resolved at mediation and for hearing which follows mediation - except for delinquent rent purposes and/or for lease violations (covered in Section 1, above)					
	a. bench trial, defendant represented	Price per hour	\$155.00		\$150.00	
	b. jury trial, pro se or defendant represented	Price per hour	\$155.00		\$150.00	
3.	Bankruptcy Proceedings	Price per hour	\$180.00		\$125.00	
4.	Optional Services					
	a) Court Reporting Services	Per Hour	No Amount Provided	Best available market rate with no markup	\$0.00	n/a
	b) Translator Services	Per Hour	No Amount Provided	Best available market rate with no markup	\$0.00	n/a
	c) Photo copying charges	Per Page	\$0.10		\$0.25	
	d) Fax	Per Page	\$0.00		\$0.25	
	e) Grievance Board Consultation	Per Hour	\$125.00		\$150.00	

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Carlos Alvarez, Mayor

June 26, 2009

CLERK OF THE BOARD

2009 JUN 26 PM 2:23

CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

Procurement Management
111 NW 1st Street • Suite 1300
Miami, Florida 33128-1974
T 305-375-5289 F 305-375-4407 305-372-6128

miamidade.gov

All Responding Proposers (See Distribution List)

SUBJECT: EPP-RFP 661
Private Attorney Services - MDPHA

Dear Proposers:

Evaluation of proposals tendered in response to the above cited solicitation has been completed. The County Manager or designee has recommended award as shown in the attached document.

This notice is provided in accordance with Section 1.4 of the solicitation and Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.

We appreciate the participation of all proposers which responded to the subject action. If you have any questions, please contact me at 305-375-5663 or azawoy@miamidade.gov.

Sincerely,


Andrew Zawoyski, CPPO
Contracting Officer

Distribution List: De Leon & De Leon, P.A.
Alberto M. Cardet, P.A.
David F. Anderson, P.A.
Wadsworth Huott, LLP
Ehrenstein Charbonneau Calderin
Clyne & Associates
Bryant Miller Olive P.A.
Hamilton, Miller & Birthisel, LLP

Attachment: County Manager Award Recommendation
cc: Clerk of the Board
Terrance Smith, Assistant County Attorney
File

Memorandum

MIAMI-DADE
COUNTY

Date: July 21, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contracts No. 661A and 661B: MDPHA
Private Attorney Services

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of the referenced contracts to provide private attorney services to represent Miami-Dade Public Housing Agency (MDPHA) in any housing eviction actions.

CONTRACT NO: Contracts No. 661A and 661B

CONTRACT TITLE: Private Attorney Services - MDPHA

DESCRIPTION: The County owns and operates approximately 9,200 public housing units through MDPHA. In order to maintain safe and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. Contract No. 661A is recommended for award to De Leon & De Leon, P.A. as the primary provider of private attorney services. Contract No. 661B is recommended for award to Alberto M. Cardet, P.A. as a secondary provider who is on standby in the event of an overflow of work or contractor performance issues.

TERM: One year with three, one-year options-to-renew.

APPROVAL TO ADVERTISE: November 24, 2008

CONTRACT AMOUNT: \$200,000 per year

If the County exercises the three, one-year options-to-renew, the cumulative contract value will be approximately \$800,000.

METHOD OF AWARD: Contract 661A, as the primary provider, is recommended for award to the highest ranked responsive, responsible proposer; and Contract 661B, as the secondary provider, is recommended for award to the second highest ranked responsive proposer. Both recommendations are based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.

CLERK OF THE BOARD
2009 JUN 24 PM 12:01
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

**VENDORS RECOMMENDED
 FOR AWARD:**

Vendor	Address	Principal
DeLeon & DeLeon, P.A. (Local vendor)	66 West Flagler Street Suite 800 Miami, FL 33130	Mr. Neil De Leon, President
Alberto M. Cardet, P.A. (Local vendor)	1330 Coral Way #301 Miami, FL 33145	Mr. Alberto M. Cardet, President

**VENDORS NOT RECOMMENDED
 FOR AWARD:**

David F. Anderson, P.A.
 Wadsworth Huott, LLP
 Ehrenstein Charbonneau Calderin
 Clyne & Associates
 Bryant Miller Olive P.A.
 Hamilton, Miller & Birthisel, LLP

CONTRACT MEASURES:

The Review Committee of August 6, 2008 recommended no measure due to the federal funding source.

LIVING WAGE:

The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM:

The User Access Program provision is not included due to funding source restrictions.

LOCAL PREFERENCE:

Not applicable due to funding source restrictions.

PROJECT MANAGER:

Ms. Cynthia Moore, Miami-Dade Public Housing Agency

CONTRACT MANAGER:

Mr. Andrew Zawoyski, Department of Procurement Management

PERFORMANCE DATA:

There are no performance issues with the two recommended firms.

COMPLIANCE DATA:

There are no compliance issues with the two recommended firms.

**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 the 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

Miami-Dade County owns and operates approximately 9,200 public housing units. The County relies on two funding sources to operate Miami-Dade Public Housing Agency. These are: subsidies from the United States Department of Housing and Urban Development (HUD) and rent collected from residents. In exchange for accepting the subsidy from HUD, the County agrees to operate its public housing pursuant to HUD regulations. The intent of these regulations is to ensure that the County provides decent, safe, and sanitary housing, and that residents are treated in a fair and equitable manner. In order to maintain decent, safe, and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. The County pursues approximately 500 evictions per year.

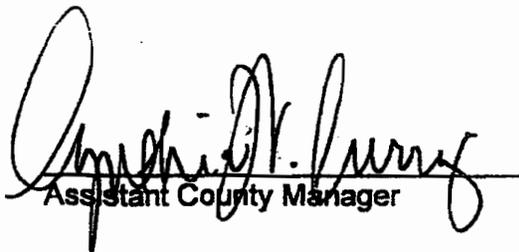
Evictions are typically pursued against residents for criminal and drug activity, violent or destructive behavior, non-payment of rent, and/or any other violations of their lease. The County pursues evictions in accordance with Chapter 83 of the Florida Statutes (Landlord/Tenant Act), the adopted Screening and Eviction for Drug Abuse, and the "Other Criminal Activity" policy based on the Federal "One Strike Law".

Because of the number of eviction cases, and the cost and time associated with these cases, the County desires to continue to contract for private attorney services. The County has selected a primary provider who will perform the attorney services, and a secondary provider who will act as the back-up in case of a back-log and/or any performance issues with the primary.

One member of the Review Team gave zero scores to one of the proposers in each category of the scoring criteria. Four separate analyses were performed to see if the zero scores skewed the results of the evaluation. One analysis did change the hierarchy of the rating. Following consultation with the County Attorney's Office, the Review Team was reconvened and was asked to review these analyses. It was the unanimous decision of the Review Team to stay with the original recommendation. This has been documented in a consensus statement (copy attached).

Contracts for private attorney services are required by Miami-Dade Charter Section 5.06 to be approved by the Board of County Commissioners.

Attachment


Assistant County Manager

Evaluation Results Memo

EPP-RFP No. 661: MDHA Private Attorney Services

The Evaluation/Selection Committee was tasked with rating and ranking the proposals received in regard to Private Attorney Services for Miami-Dade Public Housing Agency. The Evaluation/Selection Committee scoring was conclusive. The Evaluation/Selection Committee recommends that the County enter into negotiations with DeLeon & DeLeon, P.A. as the primary contractor and with Alberto M. Cardet, Esq. as the secondary contractor, which would be utilized only in the event of a back-log and/or any performance issues with the primary contractor.

The Evaluation/Selection Committee unanimously agrees that the selected proposers should be awarded a contract as a result of:

- The experience with landlord/tenant law in the state of Florida.
- The past performance in bankruptcy court and trial experience as it relates to landlord/tenant evictions and court cases.
- Basic familiarity with public and assisted housing laws and regulations relevant to evictions.
- Qualifications and experience in landlord/tenant matters.
- Attorney's ability to provide training and instructions and guidance to property managers and other required staff in areas of compliance.

MIAMI - D

MIAMI-DADE COUNTY, FLORIDA
Department of Procurement Management

Craig Clay, Chief Financial Officer - MDPHA



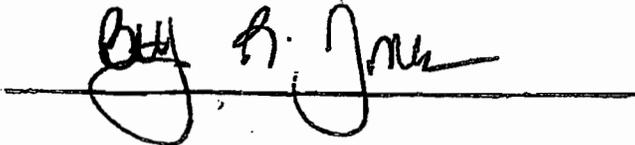
Cynthia Moore, Acting Assistant Director, MDHA



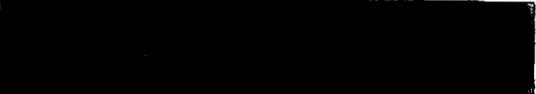
Arlester Shorter, Purchasing Specialist, MDHA



Betty Jones, Site Manager, MDHA



CLYNE &



814 Ponce de Leon Boulevard • Suite 210
Coral Gables, Florida 33134
Tel: 305 446 3244 • Fax: 305 446 3538
Email: firm@clynelegal.com

REGINALD J. CLYNE
NOEL F. JOHNSON
JOSEPH GIANNELL
LYNN SOLOMON, P.A.*

* OF COUNSEL

July 1, 2009

CLERK OF THE BOARD
2009 JUL - 1 PM 12:15
CLERK CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.

Via Hand Delivery
The Clerk of the Board
111 N.W. 1st Street
Miami, FL 33128-1974

RE: Bid Protest of EPP-RFP 661
Private Attorney Services – MDPHA

Dear Clerk of the Board:

This shall serve as our notice of intent to file a bid protest regarding the award of private attorney services, EPP RFP 661. We have timely filed this notice of intent within 3 business days. We have also posted bond in accordance with the contract award amount.

Clyne & Associates, P.A. (“CA”) has successfully handled over 2,500 public housing evictions for Miami Dade Housing Agency (“MDHA”). The parties enjoyed a good working relationship for years. In recent years, MDHA and CA have had billing disputes, primarily over slow, late or partial payments by MDHA. These billing disputes coincided with corruption scandals and staff turmoil at MDHA. One evaluator stated that he intentionally ranked CA with zero scores in all categories, because of the billing disputes. The four criteria as noted below do not include “billing” in the listed criteria per the request for proposals, and the use of such criteria was improper.

The RFP had four main criteria for selection of private attorneys.

Experience - The selection criteria for this bid were the proposer’s experience with landlord tenant law, bankruptcy, number of evictions handled, outcome of same and past performance providing type of service. The two winning responses do not have superior experience than CA in this category. CA has handled more evictions than the two winning competitors combined. We have had successful outcomes in 99% of the evictions we have handled, and we have handled the specific work called for in this request for proposal. Therefore the rating of zero in experience is arbitrary and capricious. A fair evaluation would not lead to a lower score in public housing evictions than a competitor who has never handled a public housing eviction. We have also successfully handled evictions with bankruptcy issues, and should not be ranked lower than a competitor who has never handled public

housing/bankruptcy related issues. One rater gave CA a zero in this category and stated that the reason for this ranking was "billing problems." Billing problems is not part of the selection criteria, and basing a rating on "billing problems" is arbitrary and capricious.

Familiarity with Public Housing – CA has successfully performed public housing evictions for over 9 years, and won a majority of its cases for MDHA. In contrast, one of the winning bidders has never represented a public housing agency, but received a higher ranking than CA, whose attorneys have taught this area of law. The other winning bidder has handled approximately ¼ of the public housing evictions of CA. This is an arbitrary and capricious ranking. The intentional low ranking of CA because it had complained about the failure of MDHA to pay bills is reflected by one evaluator giving the rating of "zero" in this category to CA. This was arbitrary and capricious and showed clear intent to favor certain bidders, by intentionally giving a low rating. CA is a DBE and in accordance with its contract with the County and in accordance with the County's own regulations, it should be paid on time and in full. Its requests for timely payment should not reflect on its professional knowledge of housing law.

Experience Qualifications of Individuals – CA's attorneys have handled over 2,500 evictions. In contrast the winning bidders have handled 500-600 evictions. One competitor has 8 years experience as an attorney, and has handled 2 jury trials. In contrast, Noel Johnson has successfully handled over 1,000 evictions without a loss, and had 5 jury trials. Mr. Clyne has 22 years of experience and has handled over 25 jury trials. If you combined all of the winning attorneys from both teams selected, they would have the same amount of landlord tenant eviction experience as Mr. Johnson. Based on the RFP responses, all five attorneys of the winning responses combined do not have the equivalent trial experience of Mr. Clyne. Clearly, it was arbitrary and capricious to determine that the winning bidders had greater experience than CA's attorneys. One evaluator gave CA a "zero" in this category. Of an estimated 2,500 evictions handled by the attorneys of CA, only 1 case was lost at trial over a nine year period. We have an unassailable record. It was arbitrary and capricious to rank CA's attorneys lower in experience and qualifications than their competitors. Clearly, CA was punished for seeking payment on time and in full for services rendered.

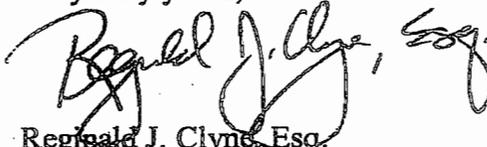
Training Services – When CA took over MDHA eviction work, there was a back log of cases, the County habitually lost, and MDHA site managers received no guidance from their counsel. To combat the deficiencies in this approach, CA developed a training program for site managers that led to MDHA staff understanding the eviction legal process which led to a higher success rate in evictions. We also developed forms and consultations on evictions to insure compliance with the law and a higher success rate of evictions. After starting the program of seminars, CA was given a "zero" by one rater in this area. Staff had habitually complimented CA for its seminars. Again, this was an arbitrary and capricious rating meant to punish CA for simply requesting that it be paid in full and on time. It is impossible to envision how one winning bidder who has never given a seminar could be ranked higher than the law firm that initiated seminars for site managers and has successfully taught said seminars for 9 years.

CA protests this bid based on the following issues:

1. Arbitrary and capricious evaluation
2. Evaluation based on criteria that was not part of RFP
3. Evaluation based on favoritism, and/or desire to punish
4. Evaluator(s) sought to punish CA for complaints regarding late payments, partial payments
5. Evaluation to punish CA for 1st Amendment speech by its founder
6. Evaluation of zero in several categories not comport with objective evaluation of CA's response to RFP
7. Evaluators purposefully ranked one proposer higher based on favoritism and not objective review of bid.
8. Winning responses to RFP were not complete, bidders not comply with RFP
9. Winning responses not comply with mandatory self reporting requirements
10. Selection criteria did not match County's stated criteria
11. Scoring different for same responses between bidders
12. Inaccurate/inconsistent scoring
13. Failure to follow own scoring rules
14. Bias in evaluation process
15. Point scoring by evaluators was inaccurate and biased
16. Personal preference used to determine award and not objective review of responses
17. County improperly waived improper scoring/bias
18. County violated own regulations
19. Award based on fraud, illegality, misconduct and oppression
20. CA if properly ranked would have scored higher than any other bidder
21. One evaluator openly admitted that he intentionally gave low scores, because of billing complaints by CA
22. County failed to comply with bid protest notice requirements in accordance with Fla. Stat. 120.57
23. County failed to provide letter to CA in compliance with requirements of Florida Statutes
24. Bid award in this case is clearly erroneous
25. Bid award is contrary to requirements of open and fair competition
26. Some evaluators were not qualified to select firms
27. Evaluators selected with a predetermined bias
28. Winning response bidders did not comply with material requirements of RFP 661
29. Winning responsive bidders did not timely comply with deadlines of RFP 661

If you have any questions or comments, please do not hesitate to contact the undersigned within seven (7) days.

Very truly yours,



Reginald J. Clyne, Esq.

cc: Dennis Moss, Chairman
Cynthia Curry, Assistant County Manager
Andrew Zawoyski, Dept of Procurement
Cynthia Moore, Acting Assistant Director
Terrance Smith, Esq., Assistant County Attorney
R.A. Cuevas, Jr., County Attorney
De Leon & De Leon, P.A.
Alberto M. Cardet, P.A.
David F. Anderson, P.A.
Wadsworth Huott, LLP
Ehrenstein Charbonneau Calderin
Bryant Miller Olive P.A.
Hamilton, Miller & Birthisel, LLP

Memorandum



Date: August 4, 2009

To: George M. Burgess
County ManagerFrom: Miriam Singer, CPPO
Director
Department of Procurement Management

RECEIVED

County Manager's Office

Subject: Informal Protest of Request for Proposal No. EPP-RFP 661: Cynthia W. Cumy
Private Attorney Services – Miami-Dade Public Housing AgencyRECOMMENDATION

It is recommended that the County Manager consider the informal protest filed by Clyne & Associates, P.A., and approve this recommendation to reject the recommendation made by the Review Team, and to establish a new Review Team to evaluate the proposals submitted in response to the referenced solicitation.

BACKGROUND

On November 26, 2008, a solicitation was issued under full and open competition for Private Attorney Services for the Miami-Dade Public Housing Agency (MDPHA). On January 12, 2009, a Review Team of County staff met to evaluate eight proposals received in response to the solicitation (score sheets are attached).

On February 24, 2009, a Report of the Review Team was forwarded for approval to negotiate with the two highest ranking proposers, De Leon and De Leon, PA (also an incumbent) and Alberto M. Cardet, Esq. The RFP stipulated that the County would select a primary and a secondary firm. The secondary firm will be utilized only in the event of a back-log and/or any performance issues with the primary vendor. The memorandum approving negotiations was signed March 9, 2009 (copy attached). On March 20, 2009 negotiations were held and two contracts were prepared for signing.

Clyne & Associates (Clyne), one of two incumbents currently performing services on the existing contract, received zero points out of 100 total possible points from one of the Review Team Members. Prior to finalizing the initial Report of the Review Team dated February 24, 2009, staff conducted three analyses of the scores in an effort to determine if the "zero" scores skewed the results of the evaluation. The analyses did not change the ranking of the two firms being recommended for negotiations.

In the process of preparing the award package for presentation to the Board of County Commissioners, an additional review was performed to ensure that the Review Team properly evaluated all proposers. The fourth analysis was conducted by removing the score of the Team member that assigned "zero" scores to Clyne for each of the evaluation criteria. When that analysis was performed, it changed the outcome of the ranking of proposals. The fourth analysis resulted in Clyne being the second ranked proposer.

Following consultation with the County Attorney's Office, the Review Team was reconvened on May 14, 2009 at a publicly noticed meeting to review the results of the last analysis. Additionally, the team member who assigned Clyne the "zero scores" was asked to discuss the rationale for the ratings. He stated that there were continuous and repeated billing issues with the incumbent, and as such it was not appropriate to recommend him for award. It was the unanimous decision of the Review Team to continue with the original recommendation to award as noted in the Review Team Report dated March 9, 2009.

The Review Team prepared a consensus statement (attached) which reflects the reasons for the recommendation.

On July 1, 2009, the formal recommendation to award contracts to the recommended proposers was approved and posted to initiate the protest process. All vendors were notified, Clyne filed a protest. In accordance with Implementing Order (I.O.) 3-21 (copy attached), the bid protest submitted by Clyne is considered an Informal Protest based on the dollar value of the contract. Pursuant to I.O. 3-21, the Department Director or designee is required to provide the protestor an opportunity to settle the protest.

On July 27, 2008, a publicly noticed meeting to provide the firm an opportunity to settle the protest was held with Reginald J. Clyne, President of Clyne & Associates, P.A. I heard the issues raised in the protest by Mr. Clyne. Also in attendance at the informal protest meeting were Assistant County Attorney Oren Rosenthal, Andrew Zawoyski of the Department of Procurement Management, and Craig Clay, of Miami-Dade Public Housing Agency.

Clyne & Associates protest cited five issues:

1. That the Review Team had clear bias and favoritism.
2. Criteria that were not a part of the process were used to evaluate one proposer in order to make sure that the proposer did not win an award.
3. An evaluation of zero in all categories by one evaluator was based on previous billing disputes.
4. That Clyne has more experience in landlord tenant law, bankruptcy court and trial experience, number of evictions processed, past performance, familiarity with public and/or assisted housing laws and regulations, and more experience in training.
5. The fairness of the process was skewed by selecting administrators and Finance Department personnel instead of the site managers and County Attorneys.

I have carefully reviewed the recommendation to award to the highest ranked proposers and associated supporting documentation, as well as the details included in the protest process and the County contract files. It is recommended that the results of the previous Review Team process be rejected and a new Review Team be selected to evaluate the eight proposals originally submitted based on the following:

1. That the evaluator who gave a zero score admitted on record that there were continuous and repeated billing issues with Clyne, and as such it was not appropriate to recommend this contractor for award. Billing issues were not one of the weighted criteria in the solicitation. Any issues regarding the performance of incumbent vendors should have been properly documented and shared with the team for consideration, or reviewed for responsibility following the recommendation to award.
2. Eliminating this zero score has an outcome on the award process.

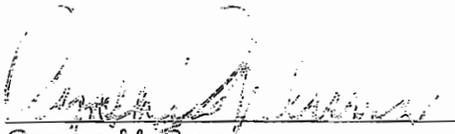
The following is a list of recommended individuals for the new Review Team:

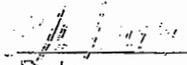
Dashtaki, Mandana, County Attorney's Office
Summerset, Shannon, County Attorney's Office (alternate)
Sherra McLeod, Miami-Dade Public Housing Agency
Jay Pons, Housing Finance Authority
Elva Marin, General Services Administration

Should you have any questions or desire additional information, please do not hesitate to contact me.

Approval to rescind previous award recommendations and select a new Review Team for evaluation of eight proposals received in response to the solicitation:

Approved:


George M. Burgess
County Manager


Date

Not Approved:

George M. Burgess
County Manager

Date

Attachments

- c: Alina T. Hudak, Assistant County Manager
- Cynthia Curry, Senior Advisor to the County Manager
- Oren Rosenthal, Assistant County Attorney
- Gregg Fortner, Director, Miami-Dade Public Housing Agency
- Craig Clay, CFO, Miami-Dade Public Housing Agency

Memorandum

MIAMI
COUNTY

Date: August 27, 2009

To: George M. Burgess
County Manager

From: Miriam Singer, CPPO *M. Singer*
Director
Department of Procurement Management

Subject: Informal Protest of Request for Proposal No. EPP-RFP 661:
Private Attorney Services – Miami-Dade Public Housing Agency - Supplement

RECOMMENDATION

This memo supplements the memo issued August 4, 2009 (copy attached) for subject item to update the Review Team as follows:

SMC
Sherra McLeod, Miami-Dade Public Housing Agency
Jay Pons, Housing Finance Authority
Elva Marin, General Services Administration
Suzet Alvarez-Cleary, Libraries

This change to the Review Team is submitted as the County Attorney advised that representatives of his office would not be able to serve on this Review Team.

Should you have any questions or desire additional information, please do not hesitate to contact me.

Approved:

George M. Burgess

George M. Burgess
County Manager

8/27/09

Date

Not Approved:

George M. Burgess
County Manager

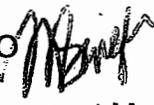
Date

Attachment

c: Alina T. Hudak, Assistant County Manager
Cynthia Curry, Senior Advisor to the County Manager
Oren Rosenthal, Assistant County Attorney
Gregg Fortner, Director, Miami-Dade Public Housing Agency
Craig Clay, CFO, Miami-Dade Public Housing Agency

Date: October 6, 2009

To: George M. Burgess
County Manager

Through: Miriam Singer, CPPO 
Director
Department of Procurement Management

From: Andrew Zawoyski, CPPO 
Chairperson
Review Team

Subject: Report of New Review Team for EPP-RFP No. 661: MDHA Private Attorney Services - Request to Negotiate

The ("New") Review Team has completed the task of evaluating offers submitted in response to the referenced Request for Proposals (RFP) through the County's Expedited Purchasing Program, following the guidelines published in the solicitation as summarized below. The new Review Team was selected after an Informal Protest Hearing was held on July 27, 2008, following the evaluation of these proposals by a different Review Team (see attached memos).

Team meeting dates: September 14, 2009 and September 30, 2009

Verification of compliance with contract measures: The Review Committee recommended a "no measure" for this contract on August 8, 2008. The funding source for these services is federal.

Verification of compliance with minimum qualification requirements:

The solicitation included minimum qualification requirements which were reviewed by the Chairperson and the Review Team. All proposers met the requirements.

Summary of Scores:

The Review Team reviewed and evaluated the eight proposals based upon the criteria and associated weights listed in the RFP. Price proposals were considered in conjunction with the technical proposals as stated in the RFP.

The proposals were evaluated and scores were submitted at the September 30, 2009 meeting. The composite scores are as follows:

Proposer	Technical Score (max. 240)	Price Score (max. 60)	Total Combined Score (max 300)
1. DeLeon & Deleon, P.A.	226	51	277
2. Clyne & Associates	232	43	275
3. Bryant Miller Olive, P.A.	221	36	257
4. Alberto M. Cardet, Esq.	138	42	180
5. Wadsworth Huott LLP	120	35	155
6. David F. Anderson, P.A.	124	24	148
7. Hamilton, Miller & Birthisel, LLP	100	31	131
8. Ehrenstein Charbonneau Calderin	92	38	130

The Review Team decided not to hold oral presentations. Pricing consisted of flat rates, hourly rates and unit pricing for attorney services. Local Preference was not applicable due to the federal funding source.

Other Information:

- A) Four members of the Review Team were appointed. One member was not able to attend the evaluation due to a conflict in scheduling. The evaluation proceeded with the remaining three members.
- B) As a result of discussions at the Pre-proposal Conference, Addendum No. 1 modified the price proposal form to include two flat fee rates for Filing Fee Actions, one for non-court appearance related services, and one for court appearance related services. David F. Anderson, P.A. submitted pricing utilizing the original price schedule, and stated in the Acknowledgement of Addenda Form (A-3) that he did not receive Addendum No. 1. A review of the Department of Procurement Management's e-Procurement system indicates that this addendum was indeed sent out to all proposers including David F. Anderson, P.A (copy attached). The electronic message used to issue the addendum was the same electronic message used to issue the solicitation.
- C) The Request for Proposals stipulated that the County would select a primary firm and a secondary firm. The secondary firm will be utilized only in the event of a back-log and/or any performance issues with the primary vendor.

Negotiations: The Review Team recommended that the County enter into negotiations with the highest ranked and second highest ranked proposers: DeLeon & DeLeon P.A. as primary, and Clyne & Associates as secondary. The following individuals will participate in the negotiations:

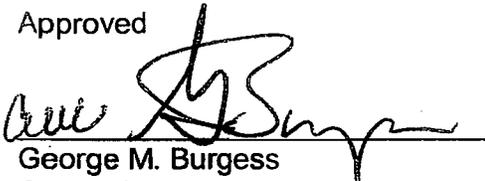
Andrew Zawoyski, Chairperson, Department of Procurement Management
Sherra McLeod, Senior Assistant to the Director, Miami-Dade Public Housing Agency
Elva Marin, Real Estate Manager, General Services Administration Department

Consensus Statement: Upon completion of the ranking a Consensus Statement from the Review Team was prepared regarding why the proposer was recommended. This Statement is attached.

Attachments

Review Team Member Scoring Sheets and Composite Score Sheet
Consensus Statement

Approved


George M. Burgess
County Manager

10/19/09
Date

Not Approved

George M. Burgess
County Manager

Date

c: Gregg Fortner, Director, Miami-Dade Public Housing Agency

MDHA PRIVATE ATTORNEY SERVICES
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.	Hamilton, Miller & Birthisel, LLP	DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	58	49	31	88	60	80	39	82
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	26	26	20	75	35	73	21	75
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	27	23	21	41	30	41	23	42
Proposer's approach to providing training services required by this RFP	13	22	20	28	13	27	17	27
Total Technical Points (Total of above rows)	124	129	92	232	139	221	100	226
Total Price Points	24	35	38	43	12	38	31	51
TOTAL POINTS (Technical + Price)	148	165	130	275	151	257	131	277

PRINT NAME:

DATE:

Andrew E. ...
10/1/09

Fred ...
10/2/09

SIGNATURE:

Andrew E. ...
Chairperson
Fred ...
Reviewed By

Ranking

EPP-RFP 661
 MDHA PRIVATE ATTORNEY SERVICES
 EVALUATION OF PROPOSALS

SHERRA MCLEOD

SELECTION CRITERIA	PROPOSERS	David F. Anderson, P.A.	Wadsworth Huott LLP	Enrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.	Hamilton, Miller & Birthisel, LLP	DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	30	20	15	5	30	20	25	10	30
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	26	10	10	5	25	15	25	5	25
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	16	7	5	5	12	10	13	5	14
Proposer's approach to providing training services required by this RFP	10	5	10	8	10	5	10	5	8
Total Technical Points (Total of above rows)	62	42	40	23	77	50	73	25	77
Total Price Points	30	10.00	15.00	18.00	12.00	18.00	10.00	10.00	15.00
TOTAL POINTS (Technical + Price)	100	52	55	41	89	68	83	35	92

9-30-09
 DATE

Sherra P. McLeod
 SIGNATURE

RATING GUIDELINES:	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
Excellent:	Significantly exceeds all requirements, expectations and/or understanding	20-25	16-20	12-15	8-10
Very Good:	Exceeds requirements, expectations and/or understanding	15-20	12-16	9-12	6-8
Good:	Meets requirements, expectations and/or understanding	10-15	8-12	6-9	4-6
Fair:	Meets some major and necessary requirements, expectations and/or understanding	5-10	4-8	3-6	2-4
Poor:	Provides little or no understanding, expectations, and/or requirements	0-5	0-4	0-2	0-2

45

EPP-RFP 861
 MDHA PRIVATE ATTORNEY SERVICES
 EVALUATION OF PROPOSALS

ELVA MARIN

SELECTION CRITERIA	PROPOSERS	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.	Hamilton, Miller & Birthseel, LLP	DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	30	18	22	20	28	20	28	20	28
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	25	10	10	10	25	10	23	10	25
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	15	10	12	13	14	10	15	12	14
Proposer's approach to providing training services required by this RFP	10	5	7	7	9	5	8	7	10
Total Technical Points (Total of above rows)	80	43	51	50	76	45	74	49	77
Total Price Points	20	10.00	13.00	14.00	15.00	20.00	10.00	15.00	18.00
TOTAL POINTS (Technical + Price)	100	53	64	64	91	65	84	64	95

Elva Marin
 SIGNATURE

9/30/17
 DATE

RATING GUIDELINES:	Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcomes of same, and past performance in providing the type of services described in this RFP	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
Excellent: Significantly exceeds all requirements, expectations and/or understanding	24-30	20-25	16-20	12-15	8-10
Very Good: Exceeds requirements, expectations and/or understanding	18-24	15-20	12-16	9-12	6-8
Good: Meets requirements, expectations and/or understanding	12-18	10-15	8-12	6-9	4-6
Fair: Meets some major and necessary requirements, expectations and/or understanding	6-12	5-10	4-8	3-6	2-4
Poor: Provides little or no understanding, expectations, and/or requirements	0-6	0-5	0-4	0-2	0-2

EPP-RFP 661
 W/DHA PRIVATE ATTORNEY SERVICES
 EVALUATION OF PROPOSALS

JOSE PONS

SELECTION CRITERIA	PROPOSERS	David F. Anderson, P.A.	Wadsworth Huott LLP	Ehrenstein Charbonneau Calderin	Clyne & Associates	Alberto M. Cardet, Esq.	Bryant Miller Olive P.A.	Hamilton, Miller & Birtshel, LLP	DeLeon & DeLeon P.A.
Proposer's experience with landlord-tenant law in the State of Florida, bankruptcy court and trial experience, number of evictions handled and outcome of same, and past performance in providing the type of services described in this RFP	30	20	12	6	30	20	27	9	24
Proposer's familiarity and experience with public and/or assisted housing laws and regulations	25	6	6	5	25	10	25	6	25
Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	15	10	6	3	15	10	13	6	14
Proposer's approach to providing training services required by this RFP	10	3	5	5	9	3	9	5	9
Total Technical Points (Total of above rows)	80	39	29	19	79	43	74	26	72
Total Price Points	20	4.00	7.00	6.00	16.00	4.00	16.00	6.00	18.00
TOTAL POINTS (Technical + Price)	100	43	36	25	95	47	90	32	90

9/30/09

DATE

Jose Pons
 SIGNATURE

RATING GUIDELINES:	Proposer's familiarity and experience with public and/or assisted housing laws and regulations	Price Points	Experience in qualifications of individuals, including any subcontractors that will be assigned to this project	Proposer's approach to providing training services required by this RFP
Excellent: Significantly exceeds all requirements, expectations and/or understanding	20-25	16-20	12-15	8-10
Very Good: Exceeds requirements, expectations and/or understanding	15-20	12-16	9-12	6-8
Good: Meets requirements, expectations and/or understanding	10-15	8-12	6-9	4-6
Fair: Meets some major and necessary requirements, expectations and/or understanding	5-10	4-8	3-6	2-4
Poor: Provides little or no understanding, expectations, and/or requirements	0-5	0-4	0-2	0-2



Review Team Results Memo

EPP-RFP No. 661: MDHA Private Attorney Services

The Review Team was tasked with rating and ranking the proposals received in regard to Private Attorney Services for Miami-Dade Public Housing Agency. The Review Team scoring was conclusive. The Review Team recommends that the County enter into negotiations with DeLeon & DeLeon, P.A. as the primary contractor and with Clyne & Associates as the secondary contractor, which would be utilized in the event of a backlog and/or any performance issues with the primary contractor.

The Review Team unanimously agrees that the selected proposers should be awarded a contract as a result of:

- Experience and working knowledge of landlord tenant laws specifically relating to public housing evictions
- Knowledge of federal housing regulations
- Thoroughness in their approach to provide training services to agency staff
- Pricing relative to their experience

Sherra McLeod, Senior Assistant to Director - MDPHA

Sherra McLeod 9/30/09

Jose Pons, Assistant Administrator - Housing Finance Authority

Jose Pons 9/30/09

Elva Marin, Real Estate Manager - GSA

Elva Marin 9/30/09

Contract No. 661A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between De Leon & De Leon, P.A. , a corporation organized and existing under the laws of the State of Florida, having its principal office at 66 West Flagler Street, Suite 800, Miami, Florida 33130 (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 Private Attorney Services that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. EPP-RFP 661 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 December 22, 2008 hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Private Attorney 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), EPP-RFP No. 661 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 De Leon & De Leon, P.A. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The word "Department" to mean Miami-Dade Public Housing Agency.
- h) 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 Project Manager; 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 Project Manager.
- 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 "HUD" to mean United States Department of Housing and Urban Development.
- k) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- m) 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.
- n) 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.

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 EPP-RFP No. EPP-RFP 661 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) The 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) 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.
- c) 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.
- d) 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 Project Manager.
- e) The Contractor acknowledges that the County 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 _____ and shall be for the duration of one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of three (3) additional years on a year-to-year basis. 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 Project Manager:
Miami-Dade County
Miami-Dade Public Housing Agency
1401 NW 7th Street
Miami, FL 33125
Attention: Director
Phone: 305-644-5112

To the County Contract Manager:
Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor
De Leon & De Leon, P.A.
66 West Flagler Street
Ste 800
Miami, FL 33130
Attention: Mr. Neil De Leon
Phone: 305-374-5494
Fax: 305-374-5498
E-mail: deleonpa@bellsouth.net

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. 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 for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the estimate not-to-exceed total amount of Two Hundred Thousand dollars \$200,000 based on the prices established in Appendix B, Price Schedule. The County shall have no 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. 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, the Contractor agrees to adhere to Section 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 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, however, the Contractor may offer incentive discounts to the County at any time during the Contract term. In the event that the filing fees as charged by the Court(s), increase/decrease from the fees in place at the time of contract execution, the parties will adjust the Flat Rates as stated in Appendix B – Price Schedule, as necessary through a supplemental agreement signed by both parties.

ARTICLE 9. 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. Invoices shall mirror the charges as included in Appendix B - Price Schedule for all applicable costs. 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 than 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 County
Miami Dade Public Housing Agency
1401 NW 7th Street
Miami, FL 33125
Attention: Site Manager

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The 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. The 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single

- limit per occurrence for bodily injury and property damage.
- 4. Professional Liability Insurance in an amount not less than \$250,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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, according to 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in 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.

The Contractor shall provide the insurance in the manner stated above in the event the County issues any Work Order.

ARTICLE 11. 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) 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.
- e) 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.
- f) 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 12. 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 or HUD. 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 13. 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 or HUD. 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 or HUD. The Contractor does not have the power or authority to bind the County or HUD in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager 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 Project Manager 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 15. 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 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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 the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

ARTICLE 17. AUDITS

The County, the United States Department of Housing and Urban Development (HUD), the Comptroller General of the United States or other local or federal or their duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The right of access is not limited to the required record retention period set forth herein, but shall last as long as the records are retained.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Commission Auditor shall have access to all of the Contractor's financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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.

ARTICLE 18. LEGAL SERVICES CONTRACT PROTOCOL

- a) During the pendency of the legal services engagement, Contractor shall not, without HUD's approval, represent any officer or employee of County, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to the County's operations.
- b) Contractor has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the Contractor cannot be inconsistent with the foregoing obligation. Specifically, Contractor shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to County records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to the County. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD

and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1); HUD Handbook 7460.7 REV-2, §1-2(B)(2).

c) The County and Contractor shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to Contractor's engagement. Such records constitute "PHA records" and are subject to section c, above.

d) If HUD or the County determines that Contractor is violating any provision of this Article it shall timely notify Contractor of such violation. Contractor will have forty-eight (48) hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If Contractor fails to adequately cure the noticed violation within forty-eight (48) hours: (A) HUD, in its discretion, may demand that the County terminate this Agreement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) the County in its discretion, may terminate this Agreement for breach. Additionally, HUD may sanction the Contractor pursuant to 24 CFR. Part 24.

e) Should any part, term, or provision of this Article be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions of this Agreement shall not be affected.

ARTICLE 19. 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 ten (10) business days prior to effecting such substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey 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.

ARTICLE 21. 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.
- f) Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the USHUD Act of 1968, the Proposer is required to make efforts to ensure that Section 3, small businesses, minority-owned businesses, women-owned businesses, and labor surplus area businesses. Such efforts shall include, but shall not be limited to:
 Business outreach strategies and award of subcontracts to Section 3 businesses, in the priority order described in Section 3 Appendix B-5, Section E and in the Section 3 Economic Opportunity and Affirmative Marketing Plan (Document 00400) form, attached to Appendix B-5.
 - 1) Including such firms, when qualified, on solicitation mailing lists;
 - 2) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms; and
 - 5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 22. 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 23. 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 24. 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.

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 25. 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 26. 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 27. 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 reprourement 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 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers

who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

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 30. 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 31. 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 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 and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) 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, ancestry, age, sex, pregnancy, national origin, sexual orientation, 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.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) 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.

- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).
- j) USHUD's reporting requirements and regulations, as specified in the Grant Agreement and required of the Owner.
- k) 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).
- l) Compliance with Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- m) 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) HUD procurement regulations as set forth in 24 C.F.R. Part 85 and 24 CFR Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.
- p) 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.
- q) The prohibitions against discrimination on the basis of disability (including requirements that reasonable modifications and accommodations be made to make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8); The Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR Part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations pursuant thereto (24 CFR Part 40).

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 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, pregnancy, handicap, marital status, age, sexual orientation, 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 33. CONFLICT OF INTEREST

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, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) 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.
- c) 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.
- d) 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.
- e) 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 Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 34. 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 35. 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 36. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- a) Definitions. As used in this article:
 - "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 37. 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 38. BANKRUPTCY

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 39. 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 40. 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 41. 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: Neil A. DeLeon

By: _____

Name: NEIL A. DE LEON

Name: _____

Title: PRESIDENT

Title: _____

Date: 11/2/2009

Date: _____

Attest: [Signature]
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

1.0 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade Public Housing Agency (hereinafter "MDPHA") owns and operates approximately 9,200 units of public housing in Miami-Dade County. Its primary mission is to provide decent, safe, and sanitary housing to low income families, the elderly, and the disabled. Unfortunately, the demand for affordable housing is great and the County has a waiting list of thousands who are in need.

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

In order to maintain decent, safe, and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. The County pursues approximately 500 evictions per year. The following is a workload estimate: the anticipated numbers of evictions for the coming fiscal year are approximately: rent evictions 200, criminal evictions 50, and other (lease violations) 250.

Evictions are typically pursued against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease. The County pursues evictions in accordance with Chapter 83 of the Florida Statutes (Landlord/Tenant Act), the adopted Screening and Eviction for Drug Abuse and Other Criminal Activity policy based on the Federal "One Strike Law". The County is committed to effectuating the purpose of the "One Strike and You're Out" Policy which has been upheld by the U.S. Supreme Court.

The County makes every effort to resolve lease violations with residents. In the event that it is necessary to evict, residents are afforded ample due process protections, which include the following. First, the resident is provided with a mailed or hand delivered notice, identifying the specific reasons why he or she is being considered for eviction. Second, the resident can request a grievance hearing in front of a panel of three uninterested persons to review the decision to evict. Whatever decision is made by the grievance panel is binding on the County. Third, if the matter cannot be resolved, an eviction is filed in County Court where the resident has the opportunity to file an answer and defend against the eviction.

Because of the number of eviction cases and the costs and time associated with these cases, the County desires to contract with a primary provider and a secondary provider who will act as the back-up in case of a back-log and/or any performance issues with the primary.

2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

2.2.1 REQUIREMENTS

The Contractor shall:

- a. Be a member in good standing and maintain that membership with the Florida Bar and the United States District Court for the Southern District of Florida throughout the Contract term;
- b. Stay current and be familiar with Florida's Landlord/Tenant Act, public housing laws and regulations, particularly laws and regulations regarding tenancy, evictions and grievance hearings and any other laws that may apply to each case.

2.2.2 OBJECTIVE

The Contractor shall:

- A. Follow instructions of County designated staff, particularly site managers and regional managers, in preparing and filing cases for eviction. The Contractor will also be required to consult from time to time with the County and in some cases the County Attorney's Office (CAO) throughout the eviction process to determine how to proceed, what resolution is appropriate, whether to consider settlement, and other related matters.
- B. Work with the CAO when the CAO determines that it is in the best interest of the County to do so; either because a particular eviction action involves an important principle, legal or otherwise; or because the CAO is representing the County in an action that requires the cooperation of the Contractor.
- C. Assist County staff in the preparation of notices that are required to be sent prior to initiating an eviction.
- D. When appropriate, file eviction actions at the appropriate Court (primarily at Miami Dade County Court or United States District Court for the Southern District of Florida) and see these actions through appropriate resolution.

The Contractor shall perform the following tasks, as applicable, in the eviction actions, as may be requested by the County:

1. Move for default;
2. Seek default final judgment;
3. Defend the County when any cross claims or counterclaims are filed against it in any eviction action;
4. Consult with the CAO in the event an eviction action results in an appeal or raises issues beyond the scope of the initial eviction action;
5. Attend hearings;
6. Attend mediation;
7. Attend depositions;
8. Conduct discovery;
9. Where appropriate, defend the County against unwarranted discovery requests;
10. Attend pretrial calendar, status conference, and calendar call;
11. Represent the County in bench or jury trial;

Appendix A

12. Attend bankruptcy court proceedings in order to move to dismiss bankruptcies, move for relief from stay, assert any claims on behalf of the County, attend creditors meetings, and confirmation hearings;
13. Represent the County in adversary proceedings in bankruptcy court;
14. Prepare and make all appropriate motions;
15. Defend County in all motions made against it;
16. Take all necessary action to properly represent the County in its eviction processes.

E. Remain current on recent case law developments and all changes in landlord-tenant law, public housing law, bankruptcy law, civil procedure and other relevant laws; and any and all USHUD requirements and MDPHA's leases policies and procedures.

Represent the County on grievance matters concerning evictions.

Provide monthly status reports by Region (as defined by the County under separate cover), consisting of a list of all current actions (eviction, bankruptcy, grievance etc.) by Sites (as defined by the County under separate cover), by Client name, by Client Number and Case number, the status of each action and the cost for each case.

Provide quarterly reports to MDPHA and the CAO by Region, by Site consisting of all actions and all costs associated with those actions, handled by the Contractor.

Develop and present training to County's property managers at least once per year on changes to landlord-tenant law and associated areas impacting Public Housing civil procedures with intent to improve case preparation and conclusion. Training shall also include advising Site Managers on what they need to file, when to file and the appropriate language that should be included in any letters submitted to tenants slated for potential and/or for eviction purposes that comply with all Federal Regulations and Florida Law.

Perform related services as may be requested by the County.

Appendix B

**PRIVATE ATTORNEY SERVICES
FEE SCHEDULE**

1a. Filing Eviction Actions – Non Court Related (Flat Rate) **\$300.00¹**

Flat Rate for filing eviction actions – non court related includes all costs associated with consultation with County Staff, reviewing termination notice, if necessary, reviewing eviction/resident file, possible negotiations with tenant, prior to filing of eviction action - drafting and executing any settlement agreement, and writing letters on County behalf.

1b. Filing Eviction Actions – Court Related (Flat Rate)

1bi) nonpayment of rent eviction **\$400.00¹**

1bii) leave violation/"for cause" eviction **\$500.00¹**

¹When the Contractor files an action with the Courts, the Contractor may bill the County the actual Court fees for a Filing Fee in the amount of \$185.00 with an additional \$10.00 per summons/tenant; Service of Process in the amount of \$40.00; and Writ of Possession in the amount of \$115.00. Should Court fee(s) amount(s) change, the Contractor shall provide written notice to the County as established in Article 6 of the Terms and Conditions of the Agreement.

Flat Rate for filing eviction actions – court related includes all costs associated with filing eviction action, mediation and hearing following mediation for nonpayment of rent eviction and lease violation/"for cause" eviction and includes the following:

Pre-filing consultation (inclusive of reviewing eviction/resident file and reviewing termination notice, if necessary) and assistance to the County in the preparation of the eviction notice, filing complaint, serving summons and complaint with the applicable court and continuous consultation with Miami Dade Public Housing Agency staff on the eviction action, moving for, attending hearings, and obtaining defaults and default final judgments when defendants do not comply with the rules of the court, including but not limited to the failure to deposit rent in court registry or responding to the complaint as prescribed by law, obtaining Writs of Possession, attending mediation with County's Site Manager (and/or designee), obtaining closure of case, voluntary dismissals, any exhibit preparations; and for any hearing that may follow for non-payment of rent eviction and for lease violation/"for cause" eviction which includes preparing document to disperse funds from Court registry, and reviewing language of court stipulation before execution, and preparing document to disperse funds from Court registry.

In the instance that the Resident fails to comply with voluntary and/or court-ordered stipulations the Site Manager will advise the Contractor and the Contractor shall seek to pursue further eviction action against the tenant including but not limited to seeking final judgment and Writ of Possession at no additional charge to the County.

If a hearing follows mediation for delinquent rent and/or lease violation purposes the Contractor is not entitled to any additional compensation. If a hearing follows mediation for other than delinquent rent and/or lease violation purposes the Contractor is entitled to potential additional compensation as further detailed in item 2 below.

Appendix B

2. Evictions that cannot be resolved at mediation and for hearing which follows mediation - except for delinquent rent purposes and/or for lease violations (covered in Section 1, above)

Hourly rate for all court appearances, attendance at depositions, all preparation for court appearance, witness meetings, client consultations, settlement discussions, etc.

- | | | |
|----|---|--|
| a. | bench trial, defendant represented | \$ 150.00 per hour in court
\$ 100.00 per hour out of court |
| b. | jury trial, pro se or defendant represented | \$ 150.00 per hour in court
\$ 100.00 per hour out of court |

For each instance that evictions cannot be resolved at mediation and for which a hearing follows mediation (except for delinquent rent purposes and/or for lease violations) the Contractor shall first present to the Site Manager (with a copy to the Regional Manager) a not-to-exceed estimate of all costs associated with any of the court actions listed under this Section 2. The County shall determine whether to continue any proceeding and shall advise the Contractor in writing.

If for any reason, the court action cannot be completed for the not-to-exceed estimate of all costs, as presented to the Site Manager as stated above, the Contractor must first submit a revised estimate before continuing to expend additional costs. The County will advise the Contractor in writing, if it wishes to continue the proceedings.

3. Bankruptcy Proceedings

If the Contractor is requested to act on the County's behalf in any bankruptcy action that may arise as a result of Miami-Dade Housing Agency's decision to evict a tenant, the Contractor will be compensated in the manner described in this Section 3.

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

\$ 125.00 per hour in court
\$ 75.00 per hour out of court

For each instance that the Contractor is requested to represent the County in any bankruptcy proceedings, the Contractor shall first present to the Site Manager (with a copy to the Regional Manager) a not-to-exceed estimate of all costs associated with any of the court actions listed under this Section 3. At this time the County shall determine whether to continue any proceeding and shall advise the Contractor in writing.

Appendix B

If for any reason, the bankruptcy proceedings cannot be completed for the not-to-exceed estimate of all costs, as presented to the Site Manager as stated above, the Contractor must first submit a revised estimate before continuing to expend additional costs. The County will advise the Contractor in writing, if it wishes to continue the proceedings.

"In court" services would include all court appearances. "Out of Court" would include tasks such as preparation for court appearance, witness meetings, client consultations, settlement discussions, etc.

4. **Optional Services:**

- a) Photo copying charges \$0.25 per page
- b) Fax \$0.50 per page
- c) Grievance Board Consultation* \$150.00 per hour

* In the instance the County requires assistance from the Contractor for consultation concerning any grievance board actions for eviction consideration.

Any Court Reporting Services and/or Translator Services will be charged at cost after written notification to the County by the Contractor that such services will be required.

Contract No. 661B

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Clyne & Associates, P.A., a corporation organized and existing under the laws of the State of Florida, having its principal office at 814 Ponce de Leon Blvd., Ste. 210, Coral Gables, FL, 33134 (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 Private Attorney Services that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. EPP-RFP 661 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 December 22, 2008 hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County has selected the Contractor as the secondary provider for Private Attorney Services, and the Contractor accepts that it will act as the back-up for such Services in the event of a back-log and/or any performance issues (as determined solely by the County) with the primary Contractor, as selected by the County under a separate agreement; and,

WHEREAS, the Contractor agrees that in the event the County does require Services from the Contractor, the County will issue a Work Order as further described herein; and that beyond any Work Order the County may issue as part of this Agreement, the County does not guarantee any Work; and,

WHEREAS, the County does issue a Work Order, the Contractor shall provide Services, 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), EPP-RFP No. 661 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 Clyne & Associates, P.A. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The word "Department" to mean Miami-Dade Public Housing Agency.
- h) 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 Project Manager; 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 Project Manager.
- 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 "HUD" to mean United States Department of Housing and Urban Development.
- k) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- m) 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.
- n) 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.

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) any Work Order issued hereto, 4) the Miami-Dade County's EPP-RFP No. 661 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal. Notwithstanding this order of precedence, any Work Order may specify more stringent terms, or where these terms and conditions allow, the Work Order may specify other terms, both of which will supersede these terms and conditions.

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) The 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) 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.
- c) 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.
- d) 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 Project Manager.
- e) The Contractor acknowledges that the County 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 _____ and shall be for the duration of one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of three (3) additional years on a year-to-year basis. 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 Project Manager:

Miami-Dade County
Miami-Dade Public Housing Agency
1401 NW 7th Street
Miami, FL 33125
Attention: Director
Phone: 305-644-5112

To the County Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Clyne & Associates, P.A.
814 Ponce de Leon Blvd., Ste. 210
Coral Gables, FL 33134
Attention: Mr. Reginald J. Clyne, Esq. President
Phone: (305) 446-3244
Fax: (305) 446-3538
Email: rjc@clynelegal.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. WORK ORDER AWARD

Any request for Services will be made by the County via the use of a Work Order, which will define and describe the parameters of the Services requested. The County does not guarantee that it will issue any Work Orders as a result of this Agreement.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B to this Agreement; however, the Contractor may offer incentive discounts to the County at any time during the Contract term. In the event that the filing fees as charged by the Court(s), increase/decrease from the fees in place at the time of contract execution, the parties will adjust the Flat Rates as stated in Appendix B – Price Schedule, as necessary through a supplemental agreement signed by both parties.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 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. 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. Invoices shall mirror the charges as included in Appendix B - Price Schedule for all applicable costs. 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 than 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 County
Miami Dade Public Housing Agency
1401 NW 7th Street
Miami, FL 33125
Attention: Site Manager

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The 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. The 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$250,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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, according to 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in 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 11. 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) 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.
- e) 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.
- f) 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 12. 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 or HUD. 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 13. 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 or HUD. 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 or HUD. The Contractor does not have the power or authority to bind the County or HUD in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager 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 Project Manager 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 15. 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 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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 the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

ARTICLE 17. AUDITS

The County, the United States Department of Housing and Urban Development (HUD), the Comptroller General of the United States or other local or federal or their duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The right of access is not limited to the required record retention period set forth herein, but shall last as long as the records are retained.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Commission Auditor shall have access to all of the Contractor's financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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.

ARTICLE 18. LEGAL SERVICES CONTRACT PROTOCOL

a) During the pendency of the legal services engagement, Contractor shall not, without HUD's approval, represent any officer or employee of County, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to the County's operations.

b) Contractor has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the Contractor cannot be inconsistent with the foregoing obligation. Specifically, Contractor shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to County records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to the County. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1); HUD Handbook 7460.7 REV-2, §1-2(B)(2).

c) The County and Contractor shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to

Contractor's engagement. Such records constitute "PHA records" and are subject to section c, above.

d) If HUD or the County determines that Contractor is violating any provision of this Article it shall timely notify Contractor of such violation. Contractor will have forty-eight (48) hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If Contractor fails to adequately cure the noticed violation within forty-eight (48) hours: (A) HUD, in its discretion, may demand that the County terminate this Agreement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) the County in its discretion, may terminate this Agreement for breach. Additionally, HUD may sanction the Contractor pursuant to 24 CFR. Part 24.

e) Should any part, term, or provision of this Article be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions of this Agreement shall not be affected.

ARTICLE 19. 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 ten (10) business days prior to effecting such substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey 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.

ARTICLE 21. 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.

- f) Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the USHUD Act of 1968, the Proposer is required to make efforts to ensure that Section 3, small businesses, minority-owned businesses, women-owned businesses, and labor surplus area businesses. Such efforts shall include, but shall not be limited to:
- Business outreach strategies and award of subcontracts to Section 3 businesses, in the priority order described in Section 3 Appendix B-5, Section E and in the Section 3 Economic Opportunity and Affirmative Marketing Plan (Document 00400) form, attached to Appendix B-5.
- 1) Including such firms, when qualified, on solicitation mailing lists;
 - 2) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms; and
 - 5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 22. 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 23. 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 24. 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.

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 25. 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 26. 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 27. 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 procurement 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 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the

confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> | <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> |
| <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8-1(d)(2) of the County Code)</p> | <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> |
| <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> | <p>15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▫ Identification of individual account records ▫ To make payments to individual/Contractor for goods and services provided to Miami-Dade County ▫ Tax reporting purposes ▫ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records |
| <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> | <p>16. Office of the Inspector General
(Section 2-1076 of the County Code)</p> |
| <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> | <p>17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p> |
| <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> | <p>18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
| <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> | |
| <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> | |
| <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> | |
| <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> | |
| <p>11. Subcontracting Practices
(Ordinance 97-35)</p> | |
| <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> | |

b) Conflict of Interest

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 30. 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 31. 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 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 and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) 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, ancestry, age, sex, pregnancy, national origin, sexual orientation, 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.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) 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.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).
- j) USHUD's reporting requirements and regulations, as specified in the Grant Agreement and

required of the Owner.

- k) 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).
- l) Compliance with Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- m) 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) HUD procurement regulations as set forth in 24 C.F.R. Part 85 and 24 CFR Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.
- p) 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.
- q) The prohibitions against discrimination on the basis of disability (including requirements that reasonable modifications and accommodations be made to make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8); The Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR Part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations pursuant thereto (24 CFR Part 40).

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 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, pregnancy, handicap, marital status, age, sexual orientation, 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 33. CONFLICT OF INTEREST

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, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) 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.
- c) 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.
- d) 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.
- e) 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 Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 34. 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 35. 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 36. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- a) Definitions. As used in this article:
- "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 37. 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 38. BANKRUPTCY

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 39. 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 40. 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 IIII/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 41. 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: Reginald J. Clyne

By: _____

Name: Reginald J. Clyne

Name: _____

Title: President

Title: _____

Date: 12/15/09

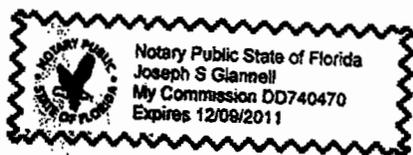
Date: _____

Attest: Joseph S. Glannell
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Assistant County Attorney

1.0 INTRODUCTION/BACKGROUND

In the event that the County issues a Work Order as a result of this Agreement and in accordance with the terms and conditions of the Agreement, the Contractor shall perform Services in accordance with the terms and conditions of the Agreement and the Scope as further described herein.

2.0 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade Public Housing Agency (hereinafter "MDPHA") owns and operates approximately 9,200 units of public housing in Miami-Dade County. Its primary mission is to provide decent, safe, and sanitary housing to low income families, the elderly, and the disabled. Unfortunately, the demand for affordable housing is great and the County has a waiting list of thousands who are in need.

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

In order to maintain decent, safe, and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. The County pursues approximately 500 evictions per year. The following is a workload estimate: the anticipated numbers of evictions for the coming fiscal year are approximately: rent evictions 200, criminal evictions 50, and other (lease violations) 250.

Evictions are typically pursued against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease. The County pursues evictions in accordance with Chapter 83 of the Florida Statutes (Landlord/Tenant Act), the adopted Screening and Eviction for Drug Abuse and Other Criminal Activity policy based on the Federal "One Strike Law". The County is committed to effectuating the purpose of the "One Strike and You're Out" Policy which has been upheld by the U.S. Supreme Court.

The County makes every effort to resolve lease violations with residents. In the event that it is necessary to evict, residents are afforded ample due process protections, which include the following. First, the resident is provided with a mailed or hand delivered notice, identifying the specific reasons why he or she is being considered for eviction. Second, the resident can request a grievance hearing in front of a panel of three uninterested persons to review the decision to evict. Whatever decision is made by the grievance panel is binding on the County. Third, if the matter cannot be resolved, an eviction is filed in County Court where the resident has the opportunity to file an answer and defend against the eviction.

Because of the number of eviction cases and the costs and time associated with these cases, the County desires to contract with a primary provider and a secondary provider

who will act as the back-up in case of a back-log and/or any performance issues with the primary as stated in the base Agreement.

2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

2.2.1 REQUIREMENTS

The Contractor shall:

- a. Be a member in good standing and maintain that membership with the Florida Bar and the United States District Court for the Southern District of Florida throughout the Contract term;
- b. Stay current and be familiar with Florida's Landlord/Tenant Act, public housing laws and regulations, particularly laws and regulations regarding tenancy, evictions and grievance hearings and any other laws that may apply to each case.

2.2.2 OBJECTIVE

The Contractor shall:

- A. Follow instructions of County designated staff, particularly site managers and regional managers, in preparing and filing cases for eviction. The Contractor may also be requested to consult from time to time with the County and in some cases the County Attorney's Office (CAO) throughout the eviction process to determine how to proceed, what resolution is appropriate, whether to consider settlement, and other related matters.
- B. Work with the CAO when the CAO determines that it is in the best interest of the County to do so; either because a particular eviction action involves an important principle, legal or otherwise; or because the CAO is representing the County in an action that requires the cooperation of the Contractor.
- C. Assist County staff in the preparation of notices that are required to be sent prior to initiating an eviction.
- D. When appropriate, file eviction actions at the appropriate Court (primarily at Miami Dade County Court or United States District Court for the Southern District of Florida) and see these actions through appropriate resolution.

The Contractor shall perform the following tasks, as applicable, in the eviction actions, as may be requested by the County:

1. Move for default;
2. Seek default final judgment;
3. Defend the County when any cross claims or counterclaims are filed against it in any eviction action;
4. Consult with the CAO in the event an eviction action results in an appeal or raises issues beyond the scope of the initial eviction action;

Appendix A

5. Attend hearings;
 6. Attend mediation;
 7. Attend depositions;
 8. Conduct discovery;
 9. Where appropriate, defend the County against unwarranted discovery requests;
 10. Attend pretrial calendar, status conference, and calendar call;
 11. Represent the County in bench or jury trial;
 12. Attend bankruptcy court proceedings in order to move to dismiss bankruptcies, move for relief from stay, assert any claims on behalf of the County, attend creditors meetings, and confirmation hearings;
 13. Represent the County in adversary proceedings in bankruptcy court;
 14. Prepare and make all appropriate motions;
 15. Defend County in all motions made against it;
 16. Take all necessary action to properly represent the County in its eviction processes.
- E. Remain current on recent case law developments and all changes in landlord-tenant law, public housing law, bankruptcy law, civil procedure and other relevant laws; and any and all USHUD requirements and MDPHA's leases policies and procedures.

Represent the County on grievance matters concerning evictions.

Provide monthly status reports by Region (as defined by the County under separate cover), consisting of a list of all current actions (eviction, bankruptcy, grievance etc.) by Sites (as defined by the County under separate cover), by Client name, by Client Number and Case number, the status of each action and the cost for each case.

Provide quarterly reports to MDPHA and the CAO by Region, by Site consisting of all actions and all costs associated with those actions, handled by the Contractor.

Develop and present training to County's property managers at least once per year on changes to landlord-tenant law and associated areas impacting Public Housing civil procedures with intent to improve case preparation and conclusion. Training shall also include advising Site Managers on what they need to file, when to file and the appropriate language that should be included in any letters submitted to tenants slated for potential and/or for eviction purposes that comply with all Federal Regulations and Florida Law.

Perform related services as may be requested by the County.

Appendix B

**PRIVATE ATTORNEY SERVICES
FEE SCHEDULE**

1a. Filing Eviction Actions – Non Court Related (Flat Rate) \$100.00¹

Flat Rate for filing eviction actions – non court related includes all costs associated with consultation with County Staff, reviewing termination notice, if necessary, reviewing eviction/resident file, possible negotiations with tenant, prior to filing of eviction action - drafting and executing any settlement agreement, and writing letters on County behalf.

1b. Filing Eviction Actions – Court Related (Flat Rate) \$1,095.00¹

¹When the Contractor files an action with the Courts, the Contractor may bill the County the actual Court fees for a Filing Fee in the amount of \$185.00 with an additional \$10.00 per summons/tenant; Service of Process in the amount of \$40.00; and Writ of Possession in the amount of \$115.00. Should Court fee(s) amount(s) change, the Contractor shall provide written notice to the County as established in Article 6 of the Terms and Conditions of the Agreement.

Flat Rate for filing eviction actions – court related includes all costs associated with filing eviction action, mediation and hearing following mediation for nonpayment of rent eviction and lease violation/"for cause" eviction and includes the following:

Pre-filing consultation (inclusive of reviewing eviction/resident file and reviewing termination notice, if necessary) and assistance to the County in the preparation of the eviction notice, filing complaint, moving summons and complaint with the applicable court and continuous consultation with Miami Dade Public Housing Agency staff on the eviction action, moving for, attending hearings, and obtaining defaults and default final judgments when defendants do not comply with the rules of the court, including but not limited to the failure to deposit rent in court registry or responding to the complaint as prescribed by law, obtaining Writs of Possession, attending mediation with County's Site Manager (and/or designee), obtaining closure of case, voluntary dismissals, any exhibit preparations; and for any hearing that may follow for non-payment of rent eviction and for lease violation/"for cause" eviction which includes preparing document to disperse funds from Court registry, and reviewing language of court stipulation before execution, and preparing document to disperse funds from Court registry.

In the instance that the Resident fails to comply with voluntary and/or court-ordered stipulations the Site Manager will advise the Contractor and the Contractor shall seek to pursue further eviction action against the tenant including but not limited to seeking final judgment and Writ of Possession at no additional charge to the County.

If a hearing follows mediation for delinquent rent and/or lease violation purposes the Contractor is not entitled to any additional compensation. If a hearing follows mediation for other than delinquent rent and/or lease violation purposes the Contractor is entitled to potential additional compensation as further detailed in item 2 below.

Appendix B

For any reason, the bankruptcy proceedings cannot be completed for the not-to-exceed estimate of costs, as presented to the Site Manager as stated above, the Contractor must first submit a revised estimate before continuing to expend additional costs. The County will advise the Contractor in writing, if it wishes to continue the proceedings.

“In court” services would include all court appearances. “Out of Court” would include tasks such as preparation for court appearance, witness meetings, client consultations, settlement discussions, etc.

4. Optional Services:

- a) Photo copying charges \$0.25 per page
- b) Fax \$0.50 per page
- c) Grievance Board Consultation* \$150.00 per hour

* In the instance the County requires assistance from the Contractor for consultation concerning any grievance board actions for eviction consideration.

Any Court Reporting Services and/or Translator Services will be charged at cost after written notification to the County by the Contractor that such services will be required.