Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(F)(10)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award Contracts to Obtain Property Management Services for County Owned Rental Properties and to Establish a Pre-Qualified List for Future Property Management Services

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve award of Contracts 736A, 736B, 736C, 736D, 736E, and 736F, to Royal American Management to provide property management services. It is also recommended that the Board approve Contract 736G to Stephenson & Moore, and Contract 736H to Kennedy Wilson Management, LLC, which along with Royal American Management, Inc. will establish the property management pool to participate in future solicitations in the event the County requires services for additional properties. This recommendation to award and to establish a list of pre-qualified firms is for the Department of Housing and Community Development (DCHD) and Community Action Agency (CAA). Copies of the contracts are filed with the Clerk of the Board.

CONTRACT NUMBER:	RFP736
CONTRACT TITLE:	PROPERTY MANAGEMENT SERVICES
TERM:	3 years with two, one year options-to-renew
APPROVAL TO ADVERTISE:	April 4, 2011
METHOD OF AWARD:	To the responsive and responsible proposer(s) whose offer(s) results in the best value to the County.
PREVIOUS CONTRACT AMOUNT:	$997,000
CONTRACT AMOUNT:	$980,000 If the County chooses to exercise the two, 12 month options-to-renew, the cumulative value will be $1,635,000.

BACKGROUND

RFP 736 was issued to solicit for property management services for several housing developments owned by Miami-Dade County. Proposers were requested to propose on three separate Parts for the property management services: (A) DHCD non-federal assisted properties; (B) CAA non-federal assisted property; and (C) DHCD federal subsidy properties. The County receives federal subsidies in the form of Housing Assistance Payment contracts from the U.S. Department of Housing and Urban Development

(USHUD) for certain properties. The property manager is required to provide safe, decent, sanitary and affordable housing to low and moderate income families on these properties.
The County has fourteen housing developments which are currently managed by the two property management contractors through the Housing and Community Development Department. The contractors manage, maintain and keep these properties safe in accordance with applicable state, local and USHUD laws and regulations. The County oversees the work performed by the property managers to ensure that the work is performed in accordance with established procedures and applicable laws.

Additionally, the County is in the process of refurbishing the former U. S. Coast Guard housing facility, which will be operated as a transitional housing program known as Southern Anchor, previously "No Place Like Home" to provide a bridge to affordable home ownership for participating families. This property will be overseen by the Community Action Agency. The process of approving residents for this property is on-going.

Seven firms responded to the RFP. As further described in the Report of the Evaluation/Selection Committee, after evaluation of the proposals submitted the Committee recommended that staff enter into negotiations with Royal American Management Inc. as the highest ranked proposer, based on the following:

- Experience - years in the field, portfolio of clients, expertise in similar sized projects.
- Financial Capability – business plan supports necessary cash flow.
- Emergency Plan – detailed and well thought out.
- Qualifications – personnel experience and retention.
- Pricing – equal balance between price and scope.
- Security and Maintenance – detailed and covered all qualifications in the solicitation.
- Section 8 experience – stood high above other proposals - only proposer that submitted REAC and MOR acceptable scores on properties managed.

As a part of the cost to maintain the property, the contractor bills the property a per monthly/per unit fee to cover its services to manage the properties. The contractor bills only for the units that are occupied. This approach provides incentive to the contractor to aggressively seek to rent all units. Based on negotiations staff was successful in reducing the per unit/per monthly fee for certain properties. The overall savings based on the negotiations for the three year period is $51,120. The County does not expend any dollars for these services.

Additionally, the RFP provided for an opportunity for firms to be included in a pool. The pool is established in the event that any additional County properties require property management services. The Committee unanimously selected Royal American Management, Stephenson & Moore and Kennedy Wilson to become pool members.

USING/MANAGING AGENCIES
AND FUNDING SOURCES:

Department	Allocation	Funding Source	Contract Manager
Department of Housing and Community Development (Contracts 736 A, B, C and D)	$ 438,000	No County Funding Required	Freddie Nay

Community Action Agency (Contract 736F)	$ 69,000	No County Funding Required	Wanda Walker
Department of Housing and Community Development (Contract 736E)	$ 473,000	No County Funding Required	Freddie Nay
Total	**$ 980,000**		

DPM PROCUREMENT CONTRACTING OFFICER: Andrew Zawoyski, Department of Procurement Management

VENDORS RECOMMENDED FOR AWARD:

Awardees	Address	Principal
Royal American Management Inc (Non-Local)	1002 West 23rd Street Suite 400 Panama City , FL 32405	Ms. Kerri Toth
Stephenson &Amp; Moore, Inc (Non-Local)	706 Turnbull Avenue #103 Altamonte Springs , FL 32701	Mr. Richard Moore
Kennedy Wilson Condominum Management, LLC (Non-Local)	9701 Wilshire Blvd; Ste. 700, Beverly Hills, CA 90212	Ms. Milagros Fernandez

PERFORMANCE DATA: There are no performance issues with the recommended firm(s).

COMPLIANCE DATA: There are no compliance issues with the recommended firm(s).

VENDOR(S) NOT RECOMMENDED FOR AWARD:

ACMJ Corporation
MIA Property Management Solution
Powermind Global Services
The Kontinental Group

CONTRACT MEASURES: Not Applicable since no County funds are being expended.

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

USER ACCESS PROGRAM: The User Access Program provision will apply to Contracts 736A, B, C, D and F.

LOCAL PREFERENCE: Local Preference was applied in accordance with the Ordinance for the selection of contractors for 736A, B, C, D and F. It did not apply to Contract 736E, since those properties receive federal subsidy in the form of Housing Assistance Payments.

ESTIMATED CONTRACT COMMENCEMENT DATE: Upon approval by the Board of County Commissioners.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 15, 2011

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

SUBJECT: Agenda Item No. 8(F)(10)

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**

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Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(F)(10)
11-15-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS IN THE TOTAL AMOUNT OF $976,900 WITH ROYAL AMERICAN MANAGEMENT, INC. TO OBTAIN PROPERTY MANAGEMENT SERVICES FOR COUNTY OWNED HOUSING PROPERTIES, AND TO AUTHORIZE EXECUTION OF AGREEMENTS WITH STEPHENSON & MOORE, INC. AND KENNEDY WILSON CONDOMINIUM MANAGEMENT, LLC WHICH ALONG WITH ROYAL AMERICAN MANAGEMENT, INC. WILL ESTABLISH THE PROPERTY MANAGEMENT POOL FOR ANY FUTURE PROPERTIES THAT THE COUNTY MAY ACQUIRE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT 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. 736A, 736B, 736C, 736D, 736E, 736F, 736G, AND 736H

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 execution of agreements in the amount of $976,900 with Royal American Management, Inc. and with Stephenson & Moore, Inc. and Kennedy Wilson Condominium Management, LLC to establish a property management pool, who along with Royal American Management, Inc. will participate in a pool for any future solicitation in the event the County may obtain additional housing properties that require property management services, 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, to conduct subsequent work order solicitations for any future requirements for property management services, and to exercise any cancellation and renewal provisions and all 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

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Memorandum

MIAMI-DADE COUNTY

Date: July 8, 2011

To: Honorable Carlos A. Gimenez
Mayor

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Andrew Zawoyski, CPPO
Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 736 Property Management Services

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The County issued a solicitation to obtain proposals from qualified firms to provide property management services for several housing developments, owned by Miami-Dade County. There are three distinct components in the property management solicitation: (A) Department of Housing and Community Development (DHCD) properties; (B) DHCD properties where the County receives federal subsidies in the form of Housing Assistance Payment (HAP) contracts from the U.S. Department of Housing and Urban Development (HUD); and (C) a Community Action Agency (CAA) property. The properties were separated into three sections due to (a) removal of applicable local solicitation provisions and the addition of Section 3 federal provisions for Part B (due to federal HAP assistance); and (b) CAA property included an additional requirement in the scope of services.

There are 15 housing properties under parts A, B and C above, and these were separated into six Properties: Property 1 – Lakeside; Property 2 – Park Lake; Property 3 – Gateway; Property 4 – Ingram Terrace; Property 5 – Milton Manor and Section 8 New Construction (10 sub-properties in total); and Property 6 – No Place Like Home. Proposers were allowed to propose for one, several or all properties. Proposers can be awarded one or more of the properties. The Evaluation/Selection Committee evaluated proposals for the six properties separately.

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates: June 10 and June 16, 2011.

Verification of compliance with contract measures:

Not applicable since the Review Committee did not assign any contract measures to this solicitation.

Verification of compliance with minimum qualification requirements:

The solicitation did not have any minimum qualification requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
Veteran's Preference was considered (for Properties 1, 2, 3, 4 and 6 only) in accordance with the applicable ordinance. None of the proposers qualified for the preference.

Pricing Information:
The Price sheets requested that proposers submit a per unit, per month rate (PU/PM). Each of the Properties had a different number of units. A per unit, per month rate was requested since the contractor is paid based on the number of units occupied and not the number of units per property. The Committee evaluated price subjectively in conjunction with the technical criteria, as stated in the RFP.

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Summary of scores:
The scores for Property No. 1 - Lakeside are as follows:

Proposer	*Technical Score* (max.400)	*Price Score* (max.100)	*Total Combined Score* (max.500)	*Price/Cost Submitted*
1. Royal American Management	390	90	480	$21.00
2. Stephenson & Moore	309	90	399	$20.45
3. Kennedy Wilson	243	66	309	$20.25
4. MIA Property Management Solutions	201	62	263	$18.17
5. The Kontinental Group	181	50	231	$8,062.00
6. ACMJ	110	12	122	2.56%
7. Powermind Global Services	26	8	34	$19,550.00

The scores for Property No. 2 – Park Lake are as follows:

Proposer	*Technical Score* (max.400)	*Price Score* (max.100)	*Total Combined Score* (max.500)	*Price/Cost Submitted*
1. Royal American Management	389	96	485	$22.00
2. Stephenson & Moore	319	88	407	$24.52
3. Kennedy Wilson	243	71	314	$22.00
4. MIA Property Management Solutions	196	77	273	$18.30
5. The Kontinental Group	181	49	230	$1,380.00
6. ACMJ	110	12	122	4.12%
7. Powermind Global Services	26	8	34	$6,702.00

The scores for Property No. 3 - Gateway are as follows:

Proposer	*Technical Score* (max.400)	*Price Score* (max.100)	*Total Combined Score* (max.500)	*Price/Cost Submitted*
1. Royal American Management Group	388	92	480	$22.00
2. Kennedy Wilson	246	74	320	$20.60
3. MIA Property Management Solutions	201	73	274	$24.60
4. ACMJ	112	12	124	10%
5. Powermind Global Services	26	8	34	$6,702.00

The scores for Property No. 4 Ingram Terrace are as follows:

Proposer	*Technical Score* (max.400)	*Price Score* (max.100)	*Total Combined Score* (max.500)	*Price/Cost Submitted*
1. Royal American Management Group	390	92	482	$25.00
2. Kennedy Wilson	244	80	324	$22.00
3. MIA Property Management Solutions	197	70	267	$24.60
4. ACMJ	113	12	125	10%
5. Powermind Global Services	26	8	34	$6,702.00

The scores for Property No. 5 – Milton Manor and Section 8 New Construction are as follows:

Proposer	***Technical Score***	***Section 3***	***Price Score***	***Total Combined Score***	***Price/Cost Submitted***
	(max.400)	*(max.25)*	*(max.100)*	*(max.500)*	
1. Royal American Management Group	390	0	91	481	$24.00
2. Kennedy Wilson	235	0	80	315	$21.45
3. MIA Property Management Solutions	197	0	72	269	$24.60
4. ACMJ	113	0	15	128	4.35%
5. Powermind Global Services	26	0	8	34	$20,010.00

The scores for Property No. 6 – No Place Like Home are as follows:

Proposer	***Technical Score***	***Price Score***	***Total Combined Score***	***Price/Cost Submitted***
	(max.400)	*(max.100)*	*(max.500)*	
1. Royal American Management	366	83	449	$28.00
2. Stephenson & Moore	333	96	429	$24.52
3. Kennedy Wilson	239	77	316	$21.45
4. MIA Property Management Solutions	196	67	263	$23.00
5. Powermind Global Services	22	7	29	$7,550.00

The Evaluation/Selection Committee decided not to hold oral presentations. Price proposals were reviewed in conjunction with the technical proposals.

Local Preference:
Local Preference was considered (for Properties 1, 2, 3, 4 and 6 only) in accordance with the applicable ordinance, but did not affect the outcome.

Section 3:
All proposals submitted for Property 5 were reviewed by Miami-Dade Public Housing Department for Section 3 qualifications. None of the proposers qualified. A copy of the Section 3 report is attached.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, Royal American Management, Inc for all six properties. Additionally, the RFP provided for an opportunity for firms to be included in a pool. The pool is established in the instance that additional County properties require property management services. The Committee unanimously selected Royal American Management, Stephenson & Moore and Kennedy Wilson to become pool members. The following individuals will participate in the negotiations:

Andrew Zawoyski, Procurement Contracting Officer, DPM
Kishore Rao, Manager Loan Servicing, DHCD
Freddie Nay, Housing Asset Management Specialist, DHCD
Helen Miguel, Team Manager, Community Action Agency

Consensus Statement: Upon completion of the ranking, a Consensus Statement from the Evaluation/Selection Committee was prepared as to the rationale for the recommendation to negotiate. This Statement is attached.

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

Approved

Honorable Carlos A. Gimenez
Mayor

7/22/11
Date

Not Approved

Honorable Carlos A. Gimenez
Mayor

Date

Memorandum

Date: May 19, 2011

To: Those Listed Below

From: Alina T. Hudak
County Manager

Subject: Evaluation/Selection Committee for the Department of Housing and Community Development and Community Action Agency Request for Proposal for Property Management Services— RFP No. 736

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Evaluation/Selection Committee for the Department of Housing and Community Development and Community Action Agency Request for Proposal for Property Management Services – RFP No. 736:

Selection Committee
Andrew Zawoyski, DPM (Non-Voting Chairperson)
Kishore Rao, HCD
Freddie Nay, HCD
Douglas Hill, CAA
Helen Miguel, CAA
Hydi Webb, Seaport
Lucy Binhack, PR (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

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Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which **MUST** include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through DPM for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Julie Edwards, Executive Director, CAA
Rowena Crawford, Assistant Director, HCD
Miriam Singer, Director, DPM
Jack Kardys, Director, PR
Bill Johnson, Director, Seaport
Penelope Townsley, Director, SBD

Selection Committee
Andrew Zawoyski, DPM (Non-Voting Chairperson)
Kishore Rao, HCD
Freddie Nay, HCD
Douglas Hill, CAA
Helen Miguel, CAA
Hydi Webb, Seaport
Lucy Binhack, PR (Alternate)

EVALUATION/SELECTION COMMITTEE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND COMMUNITY ACTION AGENCY
REQUEST FOR PROPOSAL FOR PROPERTY MANAGEMENT SERVICES

RFP NO. 736

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Andrew Zawoyski Non-Voting Chairperson	DPM	---	---	---	---	(305) 375-5663
Kishore Rao Special Projects Administrator 2	HCD	Black Male	2002	Master of Business Administration in Finance and Marketing, Bachelor of Arts in Marketing	None	(786) 469-2216
Freddie Nay Acting Director, Public Housing Div	HCD	White Male	1990	Bachelors in Electrical Engineering	None	(786) 469-2197
Douglas Hill Team Manager, Special Project Coordinator	CAA	Black Male	1988	MS Guidance and Counseling	None	(305) 254-5804
Helen Miguel Team Manager/Frankie Shannon Neighborhood Service Center	CAA	Hispanic Female	1993	Master's Degree in Criminal Justice	None	(305) 446-3311
Hydi Webb Cruise Development Manager	Seaport	White Female	1993	Bachelor of Arts in Education	None	(305) 347-4951
Lucy Binhack Special Population Program Sup. (Alternate)	PR	White Female	1993	B.S. in Education; Masters in Public Administration	None	(305) 755-7848

Contract No. 736A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Royal American Management, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1002 W 23rd Street, Suite 400, Panama City, FL 32405 (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 property management services for Lakeside Towers, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 19, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.

d) The word "Contractor" to mean Royal American Management, Inc., 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 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.

h) 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.

i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

k) The word "Property" shall mean Lakeside Towers, 7555 SW 152nd Avenue, Miami, Florida, 33193.

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.

o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page; the Contractor shall commence management of Property on December 1, 2011; and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Royal American Management, Inc.
1002 W 23rd Street, Suite 400
Panama City, Fl 32405
Attention: Ms. Kerri Toth, President
Phone: 850-769-8981
Fax: 850-914-3283
E-mail: kerri.toth@royal-american.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. 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 conform to the rates listed in Appendix B, Price Schedule, of this Contract. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING
Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT
The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant to Appendix B – Price Schedule. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

meets the requirements as outlined below:

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

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

ARTICLE 22. ENERGY EFFICIENCY

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

ARTICLE 23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall

inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

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

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d)The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

preparation, submission, or negotiation of any bid, proposal, or application for that Federal action.

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

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

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION

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

ARTICLE 32. LIENS

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

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS

a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in

process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties

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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the UAP is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 55. SURVIVAL

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

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Kerri K. Toth	Name: _____
Title: President	Title: _____
Date: 08/04/2011	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

2011 AUG 11 AM 10:30

Appendix A
Scope of Services

1.0 Description of Scope

The Contractor shall provide property management services for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD).

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The scope includes one property as follows.

2.1.1 Property Description

Property:	Lakeside Towers
Location:	7555 SW 152nd Avenue Miami, Florida 33193
Description:	Eight, Five story buildings. Unit Type: 1 Bedroom/1 Bath, 2 Bedroom/2 Bath, and 3 Bedroom/2 Bath.
Number of Dwelling Units:	384

The Contractor shall manage property in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. Some developments are required to house a mixed-income population including persons with Section 8 vouchers.

2.1.2 SERVICES REQUESTED

The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.1.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

2.1.2.2 SECURITY DEPOSITS

The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.1.2.3 MANAGEMENT FEE
The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.1.2.4 (not applicable)

2.1.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

2.1.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations, as applicable.

2.1.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.1.2.8 LEASE AND HOUSE RULES
The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD

approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.1.2.9 PURCHASING AND CONTRACTING

In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written price estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible price.

g) Obtain a written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.1.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.1.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by an independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report

5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.1.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.1.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.1.2.14 (not applicable)

2.1.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration

- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.1.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which

shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.1.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.1.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.

Appendix B
Price Schedule

Property Management Services

Lakeside Towers

The Contractor **Per Unit Monthly (PUM)** (monthly management fee) to the County fee for managing units at the given property is:

PUM Charge: $21.00

A) Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past and present Purchase Orders for the County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

B) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this quote and any resulting order is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

C) The Unit Price shall be guaranteed for term of the Contract including any renewals or extension periods.

Contract No. 736B

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Royal American Management, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1002 W 23rd Street, Suite 400, Panama City, FL 32405 (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 property management services for Park Lake Apartments, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 19, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.
d) The word "Contractor" to mean Royal American Management, Inc., 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 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.
h) 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.
i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
k) The word "Property" shall mean Park Lake Apartments 8201 SW 152nd Avenue Circle, Miami, Florida, 33193.
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.
o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page; the Contractor shall commence management of Property on December 1, 2011; and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Royal American Management, Inc.
1002 W 23rd Street, Suite 400
Panama City, Fl 32405
Attention: Ms. Kerri Toth, President
Phone: 850-769-8981
Fax: 850-914-3283
E-mail: kerri.toth@royal-american.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. 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 conform to the rates listed in Appendix B, Price Schedule, of this Contract. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING
Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT
The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant to Appendix B – Price Schedule. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

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

ARTICLE 22. ENERGY EFFICIENCY

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

ARTICLE 23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) a special Government employee as defined in section 202, title 18, U.S.C.; and
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if

the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

(d)The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of

Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION

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

ARTICLE 32. LIENS

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

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS

a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent,

copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to

meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties
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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent

(2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the UAP is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 55. SURVIVAL

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

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

Contractor	Miami-Dade County
By:	By:
Name: Kerri K. Toth	Name:
Title: President	Title:
Date: 08/04/2011	Date:
Attest: Corporate Secretary	Attest: Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency Assistant County Attorney

Appendix A
Scope of Services

1.0 Description of Scope

The Contractor shall provide property management services for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD).

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The scope includes one property as follows.

2.1.1 Property Description

Property:	Park Lake Apartments
Location:	8201 SW 152nd Avenue Circle Miami, Florida 33193
Description:	Nine Mix Unit Buildings. Unit Type: Efficiency/Studio, 1 Bedroom/1 Bath, 1 Bedroom/1Bath Del, 2 Bedroom/1 Bath, 2 Bedroom/2 Bath.
Number of Dwelling Units:	82

The Contractor shall manage property in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. Some developments are required to house a mixed-income population including persons with Section 8 vouchers.

2.1.2 SERVICES REQUESTED

The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.1.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

2.1.2.2 SECURITY DEPOSITS

The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.1.2.3 MANAGEMENT FEE
The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.1.2.4 (not applicable)

2.1.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

2.1.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations, as applicable.

2.1.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.1.2.8 LEASE AND HOUSE RULES
The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD

approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.1.2.9 PURCHASING AND CONTRACTING
In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written price estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible price.

g) Obtain a written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.1.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.1.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by an independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report

5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.1.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.1.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.1.2.14 (not applicable)

2.1.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration

- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.1.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which

shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.1.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.1.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.

Appendix B
Price Schedule

Property Management Services

Park Lake Apartments

The Contractor **Per Unit Monthly (PUM)** (monthly management fee) to the County fee for managing units at the given property is:

PUM Charge: $22.00

A) Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past and present Purchase Orders for the County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

B) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this quote and any resulting order is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

C) The Unit Price shall be guaranteed for term of the Contract including any renewals or extension periods.

Contract No. 736C

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Royal American Management, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1002 W 23rd Street, Suite 400, Panama City, FL 32405 (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 property management services for Gateway Apartments, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 19, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.

d) The word "Contractor" to mean Royal American Management, Inc., 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 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.

h) 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.

i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

k) The word "Property" shall mean Gateway Apartments 155 NW 14th Street, Florida City, Florida, 33034.

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.

o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page; the Contractor shall commence management of Property on December 1, 2011; and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Royal American Management, Inc.
1002 W 23rd Street, Suite 400
Panama City, Fl 32405
Attention: Ms. Kerri Toth, President
Phone: 850-769-8981
Fax: 850-914-3283
E-mail: kerri.toth@royal-american.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. 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 conform to the rates listed in Appendix B, Price Schedule, of this Contract. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING
Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT
The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant to Appendix B – Price Schedule. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)
The County shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

ARTICLE 22. ENERGY EFFICIENCY
The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

ARTICLE 23. ASSIGNMENT OF CONTRACT
The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) a special Government employee as defined in section 202, title 18, U.S.C.; and
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if

the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of

Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION

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

ARTICLE 32. LIENS

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

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS

a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent,

copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to

meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties
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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent

(2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the UAP is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 55. 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: Kerri Toth	By: _____
Name: Kerri K. Toth	Name: _____
Title: President	Title: _____
Date: 08/04/2011	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

Appendix A
Scope of Services

1.0 Description of Scope

The Contractor shall provide property management services for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD).

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The scope includes one property as follows.

2.1.1 Property Description

Property:	Gateway Apartments
Location:	155 NW 14th Street Florida City, Florida 33034
Description:	Two-Story Building. Unit Type: 1 Bedroom/1 Bath, 2 Bedroom/1 Bath, 4 Bedroom/2 Bath.
Number of Dwelling Units:	57

The Contractor shall manage property in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. Some developments are required to house a mixed-income population including persons with Section 8 vouchers.

2.1.2 SERVICES REQUESTED

The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.1.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

2.1.2.2 SECURITY DEPOSITS

The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.1.2.3 MANAGEMENT FEE
The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.1.2.4 (not applicable)

2.1.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

2.1.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations, as applicable.

2.1.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.1.2.8 LEASE AND HOUSE RULES
The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD

approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.1.2.9 PURCHASING AND CONTRACTING
In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written price estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible price.

g) Obtain a written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.1.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.1.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by an independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report

5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.1.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.1.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.1.2.14 (not applicable)

2.1.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration

- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.1.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which

shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.1.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.1.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.

Appendix B
Price Schedule

Property Management Services

Gateway Apartments

The Contractor **Per Unit Monthly (PUM)** (monthly management fee) to the County fee for managing units at the given property is:

PUM Charge: $22.00

A) Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past and present Purchase Orders for the County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

B) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this quote and any resulting order is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

C) The Unit Price shall be guaranteed for term of the Contract including any renewals or extension periods.

Contract No. 736D

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Royal American Management, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1002 W 23rd Street, Suite 400, Panama City, FL 32405 (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 property management services for Ingram Terrace, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 19, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.
d) The word "Contractor" to mean Royal American Management, Inc., 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 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.
h) 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.
i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
k) The word "Property" shall mean Ingram Terrace 3120-3160 NW 131st Street, Opa Locka, Florida, 33054.
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.
o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page; the Contractor shall commence management of Property on December 1, 2011; and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Royal American Management, Inc.
1002 W 23rd Street, Suite 400
Panama City, Fl 32405
Attention: Ms. Kerri Toth, President
Phone: 850-769-8981
Fax: 850-914-3283
E-mail: kerri.toth@royal-american.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. 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 conform to the rates listed in Appendix B, Price Schedule, of this Contract. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING
Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT
The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant to Appendix B – Price Schedule. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)
The County shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

ARTICLE 22. ENERGY EFFICIENCY
The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

ARTICLE 23. ASSIGNMENT OF CONTRACT
The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) a special Government employee as defined in section 202, title 18, U.S.C.; and
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if

the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

(d)The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of

Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION

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

ARTICLE 32. LIENS

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

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS

a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent,

copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to

meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties
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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Kerri K. Toth	Name: _____
Title: President	Title: _____
Date: 08/04/2011	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

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Appendix A
Scope of Services

1.0 Description of Scope

The Contractor shall provide property management services for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD).

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The scope includes one property as follows.

2.1.1 Property Description

Property:	Ingram Terrace
Location:	3120-3160 NW 131st Street Opa Locka, Florida 33054
Description:	Five, two story buildings. Unit Type: 2 Bedroom/1 Bath.
Number of Dwelling Units:	40

The Contractor shall manage property in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. Some developments are required to house a mixed-income population including persons with Section 8 vouchers.

2.1.2 SERVICES REQUESTED

The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.1.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

2.1.2.2 SECURITY DEPOSITS

The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security

deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.1.2.3 MANAGEMENT FEE
The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.1.2.4 (not applicable)

2.1.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

2.1.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations, as applicable.

2.1.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.1.2.8 LEASE AND HOUSE RULES
The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name,

identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.1.2.9 PURCHASING AND CONTRACTING
In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written price estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible price.

g) Obtain a written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.1.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.1.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by an independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report
5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.1.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.1.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.1.2.14 (not applicable)

2.1.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration
- Destruction of property by tenants
- Tenants not adhering to rent collection dates

- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.1.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.1.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.1.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.

Appendix B
Price Schedule

Property Management Services

Ingram Terrace

The Contractor **Per Unit Monthly (PUM)** (monthly management fee) to the County fee for managing units at the given property is:

PUM Charge: $22.00

A) Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past and present Purchase Orders for the County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

B) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this quote and any resulting order is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

C) The Unit Price shall be guaranteed for term of the Contract including any renewals or extension periods.

Contract No. 736E

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Royal American Management, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1002 W 23rd Street, Suite 400, Panama City, FL 32405 (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 property management services for Milton Manor and Section 8 New Construction properties, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 19, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.

d) The word "Contractor" to mean Royal American Management, Inc., 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 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.

h) 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.

i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

k) The word "Property" shall mean Milton Manor and all Section 8 New Construction properties as further defined and whose locations are identified in Appendix A.

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.

o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page; the Contractor shall commence management of Property on December 1, 2011; and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Royal American Management, Inc.
1002 W 23rd Street, Suite 400
Panama City, Fl 32405
Attention: Ms. Kerri Toth, President
Phone: 850-769-8981
Fax: 850-914-3283
E-mail: kerri.toth@royal-american.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. 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 conform to the rates listed in Appendix B, Price Schedule, of this Contract. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant to Appendix B – Price Schedule. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

employees, agents and instrumentalities as herein provided.

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

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
   (i) appeals under Article 20, Disputes, of this Contract;
   (ii) litigation or settlement of claims arising from the performance of this contract; or
   (iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

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

ARTICLE 22. ENERGY EFFICIENCY

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

ARTICLE 23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of

governments, a sponsor group representative organization, and any other instrumentality of a local government.

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

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

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

(i) a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or

modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action.

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

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

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION

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

ARTICLE 32. LIENS

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

ARTICLE 33. TRAINING AND EMPLOYMENT OPPORTUNITIES FOR RESIDENTS IN THE PROJECT AREA (Section 3, HUD ACT of 1968; 24 CFR 135) (Applicable to contracts in excess of $500,000)

a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Contractor shall send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or

understanding, if any, a notice advising the organization of the Contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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

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

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS

a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
   ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;
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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;
b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,
c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or

suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. Not Applicable

ARTICLE 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. Not Applicable

ARTICLE 55. SURVIVAL

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

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

Contractor	Miami-Dade County
By:	By:
Name: Kerri K. Toth	Name:
Title: President	Title:
Date: 08/04/2011	Date:
Attest: Corporate Secretary	Attest: Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency
	Assistant County Attorney

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Appendix A
Scope of Services

1.0 Description of Scope

The Contractor shall provide property management services for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD).

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The scope includes Milton Manor and the Section 8 New Construction properties as detailed below.

2.2 - Property Description

The Contractor shall manage Milton Manor Apartments and the Section 8 Project Based Property (nine Section 8 New Construction sub-properties), in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The County receives federal subsidy in the form of Housing Assistance Payment (HAP) contracts from the U.S. Department of Housing and Urban Development (HUD) for these properties as stated below.

2.2.1 Property - DHCD Federal HAP funded properties

Property:	Milton Manors Apartments
Location:	145 SW 7th Street Homestead, Florida 33030
Description:	Three Level/Block building. Unit Type: Efficiency and 1 Bedroom/1 Bath.
Number of Dwelling Units:	60

Sub-Property:	Section 8 New Construction Properties (Total unit count is 536)
a) Property:	Coconut Grove
Location:	Douglas Road and Day Ave. Miami, Florida 33133
Description:	Townhouse style development. Unit Type: 3 bedroom and 4 bedroom.
Number of Dwelling Units:	24
b) Sub-Property:	Gibson Plaza
Location:	3160 Mundy St. Miami, Florida 33133
Description:	Three story elderly building. Unit Type: Efficiency and 1 bedroom.
Number of Dwelling Units:	65
c) Sub-Property:	Goulds
Location:	SW 220 St. and SW 112 Ave. Miami, Florida 33170
Description:	Single family homes. Unit Type: 2 bedroom, 3 bedroom and 4 bedroom.
Number of Dwelling Units:	48

d) Sub-Property:	Little Havana I
Location:	1759 SW 5 St. Miami, Florida 33125
Description:	Four story elderly building. Unit Type: Efficiency and 1 bedroom.
Number of Dwelling Units:	75
e) Sub-Property:	Miami Gardens Apts.
Location:	NW 183 St. and 22 Ave. Miami, Florida 33056
Description:	Two 2 story buildings. Unit Type: 2 bedroom.
Number of Dwelling Units:	45
f) Sub-Property:	Perrine
Location:	SW 173 St and Homestead Ave. Perrine, Florida 33157
Description:	Townhouse style development. Unit Type: 2 bedroom, 3 bedroom and 4 bedroom.
Number of Dwelling Units:	64
g) Sub-Property:	Riverside Apts.
Location:	950 SW 1 St. Miami, Florida 33130
Description:	Seven story elderly building. Unit Type: Efficiency and 1 bedroom.
Number of Dwelling Units:	75
h) Sub-Property:	Singer Plaza
Location:	1310 NW 16 St. Miami, Florida 33125
Description:	Five story elderly/disabled building. Unit Type: 1 bedroom and 2 bedroom.
Number of Dwelling Units:	100
i) Sub-Property:	Wynwood
Location:	NW 32 St and NW 5 Ave. Miami, Florida 33127
Description:	Townhouse style development, duplexes and single family homes. Unit Type: 2 bedroom, 3 bedroom and 4 bedroom.
Number of Dwelling Units:	40

The remaining scope shall apply to each of the sub-properties listed below, as if they were separate properties.

The Contractor shall manage these Section 8 Project Based properties in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents.

2.2.2 SERVICES REQUESTED

Contractor shall provide a final Management Plan ("Plan") within thirty (30) days of the effective date of the agreement, presented in sufficient detail for each sub-property as described in this Scope. The Plan shall describe traditional property management functions, of mixed-income properties and/or Section 8 New Construction properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.2.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

The Contractor for the Section 8 New Construction properties will be required monthly to issue a check in the amount of the total collected rents to the Bond Trustee within five (5) business days from receipt as required in the Trust Indenture documents. The County Project Manager will provide the Contractor with Bond Trustee information. The HAP contract payments will be issued directly to the Bond Trustee from U.S. HUD. Trustee will issue to the County monthly, subsidy in the amount of 1/12 of the operating and maintenance expenses as set forth in the Annual Budget for these properties. This subsidy amount will be issued to the Contractor by the County.

2.2.2.2 SECURITY DEPOSITS

The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.2.2.3 MANAGEMENT FEE

The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The proposer will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.2.2.4 COMPLIANCE WITH USHUD REGULATIONS
The Contractor for Milton Manor and Section 8 New Construction Properties shall comply with USHUD rules and regulations, when applicable to the management of the awarded properties and in accordance with all federal laws and regulations related to multi-family housing, all federal, state and local civil rights laws, implementing regulations notices and Executive Orders, including but not limited to Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968 (http://www.usdoj.gov/crt/housing/hcehome.html) as amended (Fair Housing Act); the Architectural Barriers Act of 1968; Section 109 of the Housing and Community Development Act of 1974 (Section 109) HUD's implementing regulations.

2.2.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines.

2.2.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by USHUD.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations.

2.2.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.2.2.8 LEASE AND HOUSE RULES
The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.2.2.9 PURCHASING AND CONTRACTING
In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible costs and on the most advantageous terms to the County, and to secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at costs not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written cost estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidders reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible cost.

g) Obtain written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal costs comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.2.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal

year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.2.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by a independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report
5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.2.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.2.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.2.2.14 SECTION 3 REQUIREMENTS

Section 3 of the Housing Community Development Act of 1968, as amended requires that the Contractor, contractors and subcontractors shall make their best efforts to give training and employment opportunities to residents of the housing developments and opportunities be directed toward low and very low-income persons.

Contractor shall be required to comply with Section 3 requirements and shall disclose the activities that they intend to undertake to comply with the Section 3 training and employment preference or Section 3 contracting preference, or both, if applicable.

2.2.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration
- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.2.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts

should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.2.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.2.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.

For Part B (Properties with Federal HAP assistance) only:

Section 3 of the Housing Community Development Act of 1968, as amended requires that the Contractor, contractor and subcontractors shall make their best efforts to give training and employment opportunities to residents of the housing developments and opportunities be directed toward low and very low-income persons.

Contractor shall be required to comply with Section 3 requirements and shall disclose the activities that it intends to undertake to comply with the Section 3 training and employment preference or Section 3 contracting preference, or both, if applicable.

Appendix B
Price Schedule

Property Management Services

Milton Manor and Section 8 New Construction

The Contractor **Per Unit Monthly (PUM)** (monthly management fee) to the County fee for managing units at the given property is:

PUM Charge: $22.00

The Unit Price shall be guaranteed for term of the Contract including any renewals or extension periods.

Contract No. 736F

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Royal American Management, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1002 W 23rd Street, Suite 400, Panama City, FL 32405 (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 property management services for Southern Anchor (previously, "No Place Like Home"), on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 19, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.
d) The word "Contractor" to mean Royal American Management, Inc., 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 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.
h) 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.
i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
k) The word "Property" shall mean Southern Anchor 12300 SW 152nd Street, Miami, Florida, 33196.
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.
o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page; the Contractor shall commence management of Property on December 1, 2011; and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Royal American Management, Inc.
1002 W 23rd Street, Suite 400
Panama City, Fl 32405
Attention: Ms. Kerri Toth, President
Phone: 850-769-8981
Fax: 850-914-3283
E-mail: kerri.toth@royal-american.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. 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 conform to the rates listed in Appendix B, Price Schedule, of this Contract. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING
Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT
The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant to Appendix B – Price Schedule. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)
The County shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

ARTICLE 22. ENERGY EFFICIENCY
The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

ARTICLE 23. ASSIGNMENT OF CONTRACT
The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) a special Government employee as defined in section 202, title 18, U.S.C.; and
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if

the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

(d)The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of

Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION

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

ARTICLE 32. LIENS

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

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS

a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent,

copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to

meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties

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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent

(2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the UAP is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 55. SURVIVAL

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

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Kerri K. Toth	Name: _____
Title: President	Title: _____
Date: 08/08/2011	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

Appendix A
Scope of Services

1.0 Description of Scope
The Contractor shall provide property management services for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD).

2.0 Objective
The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1 Department
The Department of the County responsible for the Property is Community Action Agency; however the Project Manager overseeing the work is the Department of Housing and Community Services Project Manager.

2.2 Property Name Change
The Property was referred to in the solicitation as No Place Like Home. It is now referred to as Southern Anchor.

2.3 – Property Description
The scope includes one property as follows. The property, formerly known as the U. S. Coast Guard housing facility, will be operated as a transitional housing program and will provide a bridge to affordable home ownership for participating families.

2.3.1 Property

PROPERTY: Southern Anchor
Location: 12300 SW 152nd Street
Miami, Florida 331966

2.3.1.1 DESCRIPTION:

- Five (5) single family, detached four bedroom and two bath units, 1,960 square feet
- Four (4) duplex units, four bedrooms/two baths, 1890 square feet
- Six (6) four bedroom duplex units, two baths, 1,520 square feet
- Forty-eight (48) three bedroom units, in clusters of six, 2.5 baths, 1,246 square feet
- Twenty-four (24) four bedroom units, in clusters of six, 2 baths, 1,400 square feet
- Twelve (12) three-bedroom units, 2.5 baths, 1,270 square feet

Number of Dwelling Units: 99

2.3.2 STORAGE SPACE
In addition to the space within each unit, there are additional buildings utilized as extra storage space for each unit as well as separate storage areas earmarked for sports equipment, secure storage, hurricane supplies and flammable storage. The site has on-site amenities such as common recreational areas – four playgrounds with pavilions, two tennis courts and a basketball court. The pool area will be fenced in and not accessible. The current plans call for the pool to be filled in with some sand or dirt and for the old cabana structures to be demolished. The fence around the pool will remain, unless sufficient funding remains to remove the fence and allow access to the area for residents (for a garden or some other approved purpose). The Admiral's House will not be used for any purpose. The community building, located in the center

of the property on the main road, will be used for (a) the COUNTY office and (b) for the property manager office. The space has a separate entrance and is lockable; it also has its own bathroom. The back shed is available for storage but not for occupation. It is not air-conditioned.

2.3.3 APPLICABLE LAWS
The Contractor shall manage this Property in accordance with all applicable Federal, State, and local ordinances, regulations, codes, and rules. Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. There are no start-up funds available for this Project. The Contractor shall be compensated from rents collected from Residents of this Property.

2.3.4 SERVICES REQUESTED
The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.3.4.1 RENT COLLECTION AND OTHER RECEIPTS
The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits and the separate 40% applied to each occupant's savings account, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants. Additionally, the Contractor shall maintain in its records and provide such to the County along with its financial statements or upon request, an accurate accounting of all rental payments collected from occupants, separated in two categories: 60% applied to operational expenses; and 40% applied to each occupant's savings account. All collections applied to occupants' savings will be disbursed in accordance with the program guidelines, as prepared and presented to the Contractor by COUNTY. In the event that a resident is evicted from the Property, the County shall determine in its best interest what to do with the Savings associated with the resident that is evicted. It is anticipated that any such amount will be used to cover any back rent, damages to unit, eviction costs, etc. In the instance that a participant cannot complete the program for personal reasons/hardship, the same would apply. The security deposit (interest bearing) is refundable, subject to guidelines. The guidelines for such instances will be finalized by County and provided to the Contractor.

2.3.4.2 SECURITY/SAVINGS DEPOSITS

2.3.4.2.1 Security Deposit - The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, and local laws and regulations. The amount of each security deposit shall be in accordance with the NPLH Program Procedures and an amount equivalent to one month's rent. All resident security deposits shall be placed

in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.3.4.2.2 Savings Deposit (40%) – The Contractor shall collect, deposit, disburse, and manage savings deposits in accordance with applicable state, and local laws and regulations. The amount of each savings deposit shall be in accordance with the Southern Anchor program procedures and an amount equal to 40% of the monthly rent amount. All resident savings deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Savings Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families for the Savings Program then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on savings deposits.

2.3.4.3 MANAGEMENT FEE

The Contractor shall be compensated through the Per Unit Monthly price (PUM) as the management fee to be charged for managing units at a given unit. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.3.4.9. Units will be rented as residents are available. Therefore, the Contractor shall only bill a management fee for units that are occupied by residents. Property will be completed in phases. Contractor may use personnel from the existing county contract on a part time basis. The Contractor shall advise the County when this is the case and shall keep track of hours worked on each property and maintain accurate records to avoid double billing and to ensure that the NPLH property is billed for work performed at this property by any part time workers. The Contractor shall advise the County at the point in time when its personnel are no longer shared with other property(ies). No Contractor employee(s) can be housed on/at this Property.

2.3.4.4 TENANT SELECTION

The County will provide the Contractor with a ready pool of applicants. The Contractor shall screen potential applicants, to include background and credit checks, and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida and Miami-Dade County guidelines. A sign with the property name will be visible from the front of site and is part of initial renovations.

2.3.4.5 RENT DETERMINATION

The County shall determine rent based on eighty percent (80%) of the Fair Market Rate of the unit based on the latest Fair Market Rents. Rents for the area are published by the United States HUD. Not more than sixty percent (60%) will be utilized for facility and program operating expenses. The County will not provide any financial subsidies to the Residents.

2.3.4.6 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services hereunder shall pass a drug test and receive a police background check.

2.3.4.7 LEASE AND HOUSE RULES
The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded property, but such a lease is subject to County approval. The proposed new lease shall be submitted to the County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for the County. The terms of all leases shall comply with all local laws and ordinances. The standard lease will be for a one-year period with the ability to renew for up to an additional 24 months.

2.3.4.8 PURCHASING AND CONTRACTING
In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible costs and on the most advantageous terms to the County, and to secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at costs not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written cost estimates (i.e. bids) from at least three Contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidders reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible cost.

g) Obtain written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal costs comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

2.3.4.9 FINANCIAL MANAGEMENT
The Contractor shall:

a) Submit monthly income and expense reports to the County's County Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements of the County.

c) Follow the approved yearly budget. The Contractor shall notify the County in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. The County does not support or fund any deficits incurred by the Contractor.

2.3.4.10 REPORTS
The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by a independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). Any unaudited financial statements shall be submitted to the County within thirty (30) days after the end of the County's fiscal year. The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County and/or residents
4. Income and expense report
5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), and shall not be treated as Property expenses, unless approved by the County.

2.3.4.11 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence. The Contractor shall provide security guard services at the gate (entrance of the property) on a 24/7 basis starting at the time the first 20 units are occupied.

2.3.4.12 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide qualified personnel to cover when senior management is not available.

f) Obtain written approval if the Contractor wishes to substitute personnel for the key personnel as may have been previously identified by the Contractor. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.3.4.13 RESIDENTS WATER & SEWER, ELECTRICITY AND TRASH/RECYCLING

The Residents will pay a pro-rata share of the water and sewer costs (there are no individual meters for water) and their own electric bill (there are individual meter for electric). The Property shall provide trash/recycling services as well as other common costs associated with managing the property.

2.3.4.14 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration
- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall contract for an attorney or firm as needed for the duration of the contract and at no cost to the County. Contractor shall be required to inform County of such proceedings.

2.3.4.15 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein. Initial landscaping will be performed by County. Once Contractor takes over, it will assume maintenance of property.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from the County for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Currently the County is not requiring that an oversight fee be included in the budget. An oversight fee is a budget expense paid by the Contractor to the County, to cover the cost incurred by the County for monitoring and inspecting the properties at any given time. The fee is determined by the County and once instituted shall be part of the proposed operating budget. The County reserves the right to incorporate this fee at the sole discretion of the County and will advise the Contractor in the instance this fee is required.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in document to be forwarded to the Contractor. Activation of hurricane phases shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

j) To the best of its ability the Contractor shall meet the minimum standards established by Green Seal or the Center for a New American Dream.

Appendix B
Price Schedule

Property Management Services

Southern Anchor

The Contractor **Per Unit Monthly (PUM)** (monthly management fee) to the County fee for managing units at the given property is:

PUM Charge: $25.00

A) Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past and present Purchase Orders for the County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

B) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this quote and any resulting order is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

C) The Unit Price shall be guaranteed for term of the Contract including any renewals or extension periods.

Contract No. 736G

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Stephenson & Moore, Inc. a corporation organized and existing under the laws of the State of Florida, having its principal office at 706 Turnbull Avenue, Suite 103, Altamonte Springs, FL 32701 (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 participate in the County's Property Management Services Pool ("Pool") of pre-qualified firms as a Pool "member", including competing for future requests to provide property management services for Miami-Dade County when projects arise, on a non-exclusive and as needed basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 June 3, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.

d) The word "Contractor" to mean Stephenson & Moore, Inc. 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 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.

h) 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.

i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

k) The word "Property" shall be defined in any Work Order issued as a result of a solicitation through the Pool.

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.

o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Stephenson & Moore, Inc.
706 Turnbull Avenue, Suite 103
Altamonte Springs, FL 32701
Attention: Mr. Richard Moore
Phone: 407-331-1372
Fax: 407-331-3378
E-mail: remoorefla@aol.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. 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 determined at the time of any work order proposal process issued as a result of this Agreement. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING
Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT
The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant any work order issued against this Agreement. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

meets the requirements as outlined below:

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS

County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

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

ARTICLE 22. ENERGY EFFICIENCY

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

ARTICLE 23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall

inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

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

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d)The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

preparation, submission, or negotiation of any bid, proposal, or application for that Federal action.

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

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

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION
No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the County.

ARTICLE 32. LIENS
The Contractor is prohibited from placing a lien on County's property. This prohibition shall apply to all subcontractors.

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS
a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in

process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties

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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the UAP is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 55. 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.

DEPT OF FINANCE
2011 AUG 15 AM 10: 34

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

STEPHENSON & MOORE, INC.

Contractor	Miami-Dade County
By: Richard Moore	By: _____
Name: RICHARD MOORE	Name: _____
Title: VICE PRESIDENT	Title: _____
Date: 8/11/11	Date: _____
Attest: Richard Moore Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

Appendix A
Scope of Services

1.0 Description of Scope

This scope will be a part of any Work Order that is issued as a result of the utilization of the Pool through this agreement. Once selected through the Pool, the Contractor shall provide property management services on an as needed basis when it receives any Work Order from the County for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD). Any additions to the scope or changes thereof will be made a part of any solicitation issued as a result of this agreement.

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The Property will be identified in any Work Order issued as a result of utilizing the Pool the County has established for this agreement.

2.1.1 Property Description

Property: To be determined
Location:

Description:
Number of Dwelling Units:

The Contractor shall manage property in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. Some developments are required to house a mixed-income population including persons with Section 8 vouchers.

2.1.2 SERVICES REQUESTED

The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.1.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management

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standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

2.1.2.2 SECURITY DEPOSITS
The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.1.2.3 MANAGEMENT FEE
The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.1.2.4 (not applicable)

2.1.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

2.1.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations, as applicable.

2.1.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.1.2.8 LEASE AND HOUSE RULES

The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.1.2.9 PURCHASING AND CONTRACTING

In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written price estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible price.

g) Obtain a written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.1.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.1.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by an independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report
5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.1.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.1.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.1.2.14 (not applicable)

2.1.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration
- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.1.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide

to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.1.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.1.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.

Contract No. 736H

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Kennedy Wilson Condominium Management, LLC, organized and existing under the laws of the State of Florida, having its principal office at 27501 S. Dixie Highway 207-209, Homestead, FL 33032 (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 participate in the County's Property Management Services Pool ("Pool") of pre-qualified firms as a Pool "member", including competing for future requests to provide property management services for Miami-Dade County when projects arise, on a non-exclusive and as needed basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 736 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 May 31, 2011, 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 property management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 736 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.

d) The word "Contractor" to mean Kennedy Wilson Condominium Management, LLC 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 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.

h) 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.

i) The word "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

j) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

k) The word "Property" shall be defined in any Work Order issued as a result of a solicitation through the Pool.

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.

o) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the 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 RFP No. 736 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

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

d) 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 the date stated at the top of the first page and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) 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**
to the Project Manager:
Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

and,
a) to the 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**
Kennedy Wilson Condominium Management, LLC
27501 S. Dixie Highway 207-209
Homestead, FL 33032
Attention: Ms. Milagros Fernandez
Phone: 305-242-7176
Fax: 305-242-7175
E-mail: mfernandez@kennedywilson.com

And,
Kennedy Wilson Condominium Management, LLC.
150 S. Wacker Drive, Suite #1250
Chicago, IL 60606
Attn: Barbara Montes

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 determined at the time of any work order proposal process issued as a result of this Agreement. 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 CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Management Fee is the Per Unit Monthly Fee (PUM) the Contractor will bill the Property for managing units at the Property, pursuant any work order issued against this Agreement. The Contractor shall bill once per month, on the first day of each month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee will be paid out from the General Operating Account and considered part of the property's operating budget.

In the event that the property suffers major physical damage as a result of a hurricane or other event of force majeure, or otherwise in the event that the County decides to vacate the property for programmatic reasons, the County shall be entitled to suspend payment of the PUM upon written notice to the Contractor. In such event, the parties shall endeavor to negotiate a management fee commensurate with the level and cost of any management activity which the Contractor is asked to undertake, all without prejudice to the County's right to terminate the contract for convenience as set forth elsewhere in this agreement.

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

Miami-Dade County
Department of Housing and Community Development
701 NW 1st Court – 14th Floor
Miami, FL 33136
Attention: Director
Phone: 786-469-2100

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

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

employees, agents and instrumentalities as herein provided.

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

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

Compliance with the foregoing requirements shall not relieve the 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. 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. OTHER CONTRACTORS
County may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The Contractor shall fully cooperate with the other contractors and with County and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or County employee.

ARTICLE 15. 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.

h) The Contractor must, in the final instance, seek to resolve every difference concerning the Contract 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 Article 16. Disputes. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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. DISPUTES

a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Article.

b) All claims by the Contractor shall be made in writing and submitted to the County. A claim by the County against the Contractor shall be subject to a written decision by the County.

c) The County shall, with reasonable promptness, but in no event no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the County's decision, shall notify the County in writing that it takes exception to such decision, the decision shall be final and conclusive.

d) Provided the Contractor has (i) given the notice within the times stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the County not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the County that it submit a final voucher and release, whichever is earlier, then the County's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

e) In the event such dispute cannot be resolved between the Project Manager and the Contractor, the parties to this Contract 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 Contract (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.

f) 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 judgment 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.

g) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the County.

ARTICLE 17. CHANGES

a) The County may at any time, by written order, and without notice to the sureties, if any, make the changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, the County shall make an equitable adjustment in the non-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

c) The Contractor must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written order. however, if the County decides that the facts justify it, the County may receive and act upon a proposal submitted before final payment of the Contract.

d) Failure to agree to any adjustment shall be a dispute under Article 16, Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceedings with the contract as changed.

e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the County.

ARTICLE 18. 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 19. 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.

ARTICLE 20. AUDITS

a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after contract term completion under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b) The Contractor agrees to include in first-tier subcontractors under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under Article 20, Disputes, of this Contract;
(ii) litigation or settlement of claims arising from the performance of this contract; or
(iii) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

e) 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 21. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

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

ARTICLE 22. ENERGY EFFICIENCY

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

ARTICLE 23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the County under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the County.

ARTICLE 24. CERTIFICATE AND RELEASE

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

ARTICLE 25. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the County may terminate the contract for default.

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

ARTICLE 26. INSPECTION AND ACCEPTANCE

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

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

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

ARTICLE 27. 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 28. 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 29. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) a special Government employee as defined in section 202, title 18, U.S.C.; and

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

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

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

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

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

b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

(i) a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for

professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action.

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

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

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

(iii) Selling activities by independent sales representatives.

c) 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.

d) 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.

e) 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.

f) 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 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

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

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

ARTICLE 31. DISSEMINATION OR DISCLOSURE OF INFORMATION
No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the County.

ARTICLE 32. LIENS
The Contractor is prohibited from placing a lien on County's property. This prohibition shall apply to all subcontractors.

ARTICLE 33. N/A

ARTICLE 34. 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 35. SUBCONTRACTUAL RELATIONS
a) If the Contractor shall cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract shall 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 shall not be in any manner thereby discharged from its obligations and liabilities hereunder, but shall 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 shall 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, shall 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 shall 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 shall 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 Provider 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.

ARTICLE 36. 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 37. 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 38. CONTRACT TERMINATION; DEBARMENT

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

ARTICLE 39. 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 and /or the Work Order up to the Effective Termination Date; and
ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and/or Work Order and has been specifically developed for the sole purpose of this Agreement and/or Work Order but not incorporated in the Services.

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

ARTICLE 40. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement and/or Work Order 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 and/or Work Order. 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 and/or Work Order;

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 and/or Work Order for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. 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 42. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

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

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

ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 44. 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 45. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or. remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 46. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in

process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 47. BUSINESS APPLICATION AND FORMS

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 requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 48. INSPECTOR GENERAL REVIEWS - Not applicable to federal properties

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. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the (1/4) of one (1) percent is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

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 49. 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, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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.

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 50. 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 51. 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 52. 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 53. 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 54. COUNTY USER ACCESS PROGRAM (UAP) (Applicable to non-federal properties)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. Since the Contractor includes the Per Unit Monthly Fee as a part of expenses of the Property, the manner in which the UAP is reimbursable to the County will be established via a Notice to the Contractor in accordance with Article 6 above.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 55. SURVIVAL

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

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Milagros Fernandez	Name: _____
Title: Vice-President	Title: _____
Date: 8/12/11	Date: _____
Attest: MA	Attest: _____
Corporate Secretary	Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

State of Florida
County of Miami-Dade
The foregoing instrument was acknowledged before me this 12 day of August, 20 11
by Milagros Fernandez
( )Personally Known ( )Produced ID
Type of ID Produced FDL V55-540-55-519-0

SANDRA MILENA AROCA
Notary Public, State of Florida
Commission# EE 93513
My comm. expires May 12, 2015

C MA

Appendix A
Scope of Services

1.0 Description of Scope

This scope will be a part of any Work Order that is issued as a result of the utilization of the Pool through this agreement. Once selected through the Pool, the Contractor shall provide property management services on an as needed basis when it receives any Work Order from the County for the housing development described below, owned by Miami-Dade County, and managed through the Department of Housing and Community Development (DHCD). Any additions to the scope or changes thereof will be made a part of any solicitation issued as a result of this agreement.

2.0 Objective

The Contractor shall provide property management services in a manner to provide safe, decent sanitary and affordable housing to low and moderate income families.

2.1. Property

The Property will be identified in any Work Order issued as a result of utilizing the Pool the County has established for this agreement.

2.1.1 Property Description

Property: To be determined
Location:

Description:
Number of Dwelling Units:

The Contractor shall manage property in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules. The Contractor shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. Some developments are required to house a mixed-income population including persons with Section 8 vouchers.

2.1.2 SERVICES REQUESTED

The Contractor shall provide a final Management Plan ("Plan") presented in sufficient detail for the Property as described above within thirty (30) days of the effective date of the agreement. The Plan shall describe traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws. The Management Plan shall include the following responsibilities:

2.1.2.1 RENT COLLECTION AND OTHER RECEIPTS

The Contractor shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account shall be carried in the Contractor's name(s) and designated on record as (Property Name) "General Operating Account." The Contractor shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management

standards and USHUD rules, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants.

2.1.2.2 SECURITY DEPOSITS
The Contractor shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and USHUD laws and regulations. The amount of each security deposit shall be in accordance with U.S. HUD regulations (24CFR Chapter 8 Part 880.608) on the federally subsidized properties or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the Contractor and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor name and designated on record as (Property Name) "Security Deposit Account". The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The Contractor shall comply with any applicable state and local laws concerning interest payments on security deposits.

2.1.2.3 MANAGEMENT FEE
The Contractor shall be compensated the Per Unit Monthly price (PUM) as the management fee which shall be charged to the property for managing units at the given location. The Contractor shall bill the County once per month, on the first day of the month, except if a dwelling unit remains vacant for 30 calendar days or more. The Contractor will not be entitled to the PUM for any such vacant unit, providing said vacancy is not the result of physical damage to the unit as determined by the County. The management fee shall be part of the operating budget and reported on the financial statements as indicated in Section 2.2.10.

2.1.2.4 (not applicable)

2.1.2.5 TENANT SELECTION
The Contractor shall screen potential applicants and assign these families and/or individuals to available units in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County or USHUD, whichever is applicable. The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with the tenant/landlord regulations of the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

2.1.2.6 RENT DETERMINATION AND RECERTIFICATION
The Contractor shall:

a) Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and USHUD guidelines, as applicable.

b) Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with State, County and USHUD regulations, as applicable.

2.1.2.7 DRUG FREE WORKPLACE
The Contractor shall certify that it agrees to provide a drug free workplace for employees. In addition, Contractor shall assure that all employees hired and providing Services shall pass a drug test and receive a police background check.

2.1.2.8 LEASE AND HOUSE RULES

The Contractor shall be responsible for executing leases. The Contractor may propose a new lease for the awarded development, but such a lease is subject to DHCD and possibly USHUD approval. The proposed new lease shall be submitted to County's Project Manager for approval prior to implementation. Contractor shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for DHCD. The terms of all leases shall comply with all local laws and ordinances.

2.1.2.9 PURCHASING AND CONTRACTING

In addition to any requirements specified in the Management Plan or other provisions the Contractor shall:

a) Comply with Generally Acceptance Accounting Principals (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.

b) Obtain written approval from the County Project Manager for all purchases over $5,000.00 (Five Thousand Dollars) per occurrence.

c) Comply with all applicable federal, state and local rules regarding procurement and contract administration in the performance of those duties.

d) Obtain contract materials, supplies and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Property. All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.

e) Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.

f) Solicit written price estimates (i.e. bids) from at least three contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Contractor shall make every reasonable effort to assure that the Property is obtaining services, supplies and purchases at the lowest possible price.

g) Obtain a written record of any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the Contractor shall be made part of the awarded Property's records and shall be retained for three (3) years from the date the work was completed.

h) Make available to the County, when requested, all records of the Contractor's management company and its subcontractors if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).

i) Comply with all provisions guidelines for USHUD to recruit and offer employment opportunities to qualified residents who meet the Contractor hiring requirements. Documentation of compliance shall be subject to inspection by DHCD or its designee, and Contractor shall agree to submit such documentation upon request.

2.1.2.10 FINANCIAL MANAGEMENT

The Contractor shall:

a) Submit monthly income and expense reports to the County's Project Manager for review and approval.

b) Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The Contractor shall submit the budget to the County's Project Manager at least sixty (60) days before the beginning of the fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the Contractor of any changes incorporated in the approved budget, and the Contractor shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, DHCD, and USHUD authorities.

c) Follow the approved yearly budget. The Contractor shall notify DHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the County at its sole discretion may recommend terminating the contract. DHCD does not support or fund any deficits incurred by the Contractor.

2.1.2.11 REPORTS

The Contractor shall:

a) Establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.

b) Have an annual financial audit report prepared by an independent certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.

c) Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.

d) Furnish the County with an itemized list of all delinquent accounts, by the tenth (10th) day of each month and general operating accounts by the tenth (10th) day of the same month.

e) Provide to the County, by the tenth (10) of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:

1. Statement of receipts, deposits and disbursements
2. Schedule of account receivable and account payable
3. Reconciled bank statements for all accounts maintained on behalf of the County
4. Income and expense report
5. Balance sheet report
6. Rent collection, work order, and occupied/vacant units

The Contractor shall maintain and submit documents in a format prescribed by the County to comply with all provisions of USHUD Real Estate Assessment Center (REAC), www.hud.gov/offices/reac/.

f) Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

2.1.2.12 SECURITY

The Contractor shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Contractor shall document and report in writing, all incidents including criminal, to County Project Manager, within twenty four hours of occurrence.

2.1.2.13 PERSONNEL

The Contractor shall:

a) Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property.

b) Obtain qualifications, licensing and code requirements applicable to completing assigned task for all employees.

c) Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance (if applicable), for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.

d) Pay directly all employees who work off-site or in the Contractor's office out of the management fee paid by the project.

e) Provide strategies to recruit and solicit for employees and shall facilitate training to employees. Contractor

f) Provide qualified personnel to cover when senior management is not available.

g) Obtain written approval if the Proposer wishes to substitute personnel for the key personnel identified by the Contractor's Proposal. The Contractor must notify the County's Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting the substitution.

2.1.2.14 (not applicable)

2.1.2.15 EVICTIONS/LEASE TERMINATION

The Contractor shall be responsible for all aspects of the following proceedings:

- Vacating tenants prior to lease expiration
- Destruction of property by tenants
- Tenants not adhering to rent collection dates
- Removal of personal property
- Evictions

The Contractor shall have a contracted attorney or firm for the duration of the contract and at no cost to the County. Contractor shall be required to inform DHCD of such proceedings.

2.1.2.16 MAINTENANCE, REPAIR AND MISCELLANEOUS COST

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance and shall execute maintenance service contracts with vendors of their choosing. Those contracts should run concurrent with the management contract. Contractor shall maintain the properties in good repair condition at all times, in accordance with the local codes and acceptable to the County. This shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein.

The Contractor shall:

a) Prepare and provide County's Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.

b) Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations must be included in all solicitation and contract documents.

c) Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four (24) hour basis. All emergency repairs must be completed within 24 hours from the report of the incident. Serious complaints shall be reported to the County after investigation.

d) Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

e) Obtain written approval from DHCD County Project Manager for any expenditure which exceeds $5,000 (Five Thousand Dollars) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the Contractor shall inform the County, in writing, of the facts within twenty four hours of occurrence.

f) Coordinate and plan any fire restoration, remodeling or maintenance and repairs for the property including bidding-out, coordinating, and supervising any such work. The work to be performed shall be in compliance with all pertinent regulations. The Contractor shall provide

to the County, before commencing any repairs, documentation to demonstrate compliance. The Contractor shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.

g) Be responsible for the payment of the oversight fee. The oversight fee is the sum owed by the Contractor to the County, to cover the cost incurred by DHCD for monitoring and inspecting the properties at any given time. Fee is determined by DHCD's recommendations and should be part of the proposed operating budget.

h) Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

i) Provide a Hurricane Preparedness Plan. The Contractor shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Appendix C. Activation of hurricane phases, as describe in Appendix C, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

2.1.2.17 Green Seal Products

To address certain environmental and health concerns, and in compliance with County Resolution R-702-05, it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center for a New American Dream to the extent possible.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at http://www.greenseal.org/ .

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: http://www.newdream.org/

To the best of their ability Contractor are to meet the minimum standards established by Green Seal or the Center for a New American Dream.

2.1.2.18 FUTURE WORK

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the Contractor which will describe the process the County will follow to include such properties in any agreement.