Memorandum

MIAMI-DADE COUNTY

Date:	May 20, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Recommendation for Approval to Award: Section 8 Housing Choice Voucher Program Oversight and Management Services

Agenda Item No. 8(F)(1)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *RFP No. 878, Section 8 Housing Choice Voucher Program Oversight and Management Services* to the two vendors set forth below for the administration and management of the Miami-Dade County (County) Section 8 Housing Choice Voucher Program (Voucher Program) on behalf of Public Housing and Community Development (Department). In addition, it is recommended that Resolution No. R-1038-06 (requiring the amount of the item to be reflected in the title) be waived because funding for the Voucher Program is contingent upon congressional appropriations.

The Department operates the Voucher Program, a federal program that offers subsidized funding to families, the elderly, and the disabled in order to afford decent, safe, and sanitary housing in the private market. Public housing agencies, such as the County, receive federal funds from the United States Department of Housing and Urban Development (Housing and Urban Development) to administer the Voucher Program. On October 18, 2007, the County and Housing and Urban Development entered into a Settlement Agreement by which Housing and Urban Development took temporary possession of the federally funded housing programs administered by the County, such as the Voucher Program. Pursuant to an amendment to the Settlement Agreement, dated August 5, 2008, the County and Housing and Urban Development agreed to outsource the Voucher Program through a competitive Request for Proposal (RFP) process. The resultant contract, *RFP No. 648*, is currently in place and provides Voucher Program services until June 27, 2014.

The services under the Voucher Program are divided into four separate categories: 1) Intake, 2) Case Management, 3) Inspections, and 4) Family Self-Sufficiency. One contract will be awarded for each of these categories, to include management and oversight of approximately 15,000 vouchers.

The Project-Based Voucher Program and the Veteran's Affairs Supportive Housing Program, both a part of the Voucher Program, will be administered internally by the Department.

Scope

The impact of this item is countywide in nature as the County is one of the public housing authorities in this jurisdiction as defined in the United States Housing Act of 1937 (42 USC § 1437 *et seq.*, as amended) and provides these services for residents throughout the County.

Fiscal Impact and Funding Source

The fiscal impact for the initial two-year term is estimated to be $14,946,000. If the three one-year options to renew, which are each estimated at $7,473,000, are exercised, the contract's cumulative value will be $37,365,000. The current contract, *RFP No. 648*, is for five years and six months and is valued at $67,537,000.

Department	Allocation	Funding Source	Contract Manager
Public Housing and Community Development	$14,946,000	Federal Funds	Crystal Coleman
Total	**$14,946,000**		

The services requested in the solicitation are substantially the same as the current contract. The solicitation that resulted in this award recommendation was divided into four distinct categories, as shown below. Funding is contingent upon a federal grant allocation from Housing and Urban Development to the County, and may vary in the amount of funding received from year to year. The awardees will be paid a percentage of the administrative fees received by the Department for provision of all services under the respective categories. The $14,946,000 in funds for the initial two-year term represents 75 percent of the administrative fee (estimated at $9,964,000 annually) the Department received from Housing and Urban Development for the administration of the Voucher Program in Calendar Year 2013. Should county funding be reduced/increased during the initial term, or the option to renew years, the amount payable to the vendor will be adjusted accordingly. The following table represents a breakdown of the negotiated percentage fees for the initial term:

Awardees	Percentage Fee by Category			
	Category 1 Intake	Category 2 Case Management	Category 3 Inspections	Category 4 Family Self-Sufficiency Program
Nan McKay and Associates, Inc.	8%	50.5%	N/A	3%
CVR Associates, Inc.	N/A	N/A	13.5%	N/A

Pursuant to Resolution No. R-98-12, which directs the County Mayor or County Mayor's designee to negotiate better prices on all awarded contracts, and prior to the exercise of any option-to-renew, it is the County's intention, at the time of the option to renew period, annually, or at any time during the contract term, at the County's sole discretion, to re-negotiate the firms' prices to realize even further savings to the County.

Track Record/Monitor
Lydia Osborne of Internal Services Department is the Procurement Contracting Officer.

Delegated Authority
Upon approval of this item, the County Mayor or the County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, options-to-renew, and extensions in accordance with the terms and conditions of the contract.

Vendor(s) Recommended for Award
On July 19, 2013, a Request for Proposal was issued under full and open competition. Eight firms responded to the solicitation. Proposers were able to submit proposals for one or multiple categories, and could be awarded for one or more categories. The Evaluation/Selection Committee recommended the highest-ranked proposer, per category, for award, based on the criteria established in the RFP.

Awardees	Address	Principal	Award
Nan McKay & Associates, Inc.	1855 Gillespie Way El Cajon, CA	Nan A. McKay	Category 1: Intake Category 2: Case Management Category 4: Family Self-Sufficiency Program
CVR Associates, Inc.	2309 S. MacDill Avenue Suite 200 Tampa, FL	Ana L. Vargas	Category 3: Inspections

Vendor(s) Not Recommended for Award

Proposers	Reason for Not Recommending
CGI Federal, Inc.	Evaluation Scores/Ranking
Entrepreneur Business Development & Home Inspections, Inc. (MICRO/SBE)	
Hialeah Housing Authority, Inc.	
Housing Authority Services	
Quadel Consulting Corporation	
The Inspection Group, Inc.	

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine the contractor's responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution No. R-187-12.

Applicable Ordinances and Contract Measures

- The User Access Program provision did not apply due to the funding source.
- A Selection Factor was not assigned to this Solicitation due to the funding source. Local Preference was not applied because the regulations promulgated by Housing and Urban Development prohibited the use of geographical preferences.
- The services being provided are not being covered under the Living Wage Ordinance.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 20, 2014

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

SUBJECT: Agenda Item No. 8(F)(1)

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 Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
5-20-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS WITH NAN MCKAY AND ASSOCIATES, INC. AND CVR ASSOCIATES, INC. FOR CONSULTANT SERVICES RELATED TO OVERSIGHT AND MANAGEMENT OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM, FOR AND ON BEHALF OF MIAMI-DADE COUNTY, SUBJECT TO FUNDING AVAILABILITY FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND, EXTEND, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED IN SAID AGREEMENTS; CONTRACT NOS.: RFP878A; RFP878B; RFP878C; AND RFP878D; AND WAIVING RESOLUTION NO. R-1038-06

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, subject to funding availability from United States Department of Housing and Urban Development, authorizes the County Mayor or the County Mayor's designee to execute agreements with Nan McKay and Associates, Inc. and CVR Associates, Inc. for consultant services related to the Oversight and management of the Section 8 Housing Choice Voucher Program, in substantially the forms attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to amend, extend,

and to exercise any cancellation and renewal provisions and all other rights contained in said agreements. The Board further waives the requirement of Resolution No. R-1038-06 relating to the amount of the agreements being reflected in the title of this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of May, 2014. 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

Section 8 Housing Choice Voucher Program
Oversight and Management Services

Contract No. RFQ878a
CATEGORY 1 – INTAKE

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Nan McKay & Associates, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 1855 Gillespie Way, El Cajon, CA 92020 (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 oversight and management to the Section 8 Housing Choice Voucher Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 878 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 August 19, 2013, 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 oversight and 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 "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 878 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Nan McKay & Associates, Inc., and its permitted successors and assigns.

e) The word "County" to mean Miami-Dade County.

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

g) 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.

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

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

j) The word "HUD" to mean United States Department of Housing and Urban Development.

k) The word "PHCD" to mean Miami-Dade Public Housing and Community Development

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

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

n) 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.

o) The word "Voucher Program" to mean Miami-Dade County's Section 8 Housing Choice Voucher Program.

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

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) Appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 878 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor

shall perform the same as though they were specifically mentioned, described and delineated.

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

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of the Contract, and shall continue through the last day of the 24th month. The County, at its sole discretion, will review the effectiveness of the contract after the first year, to determine whether to continue the services for the remaining 12 months of the initial term. The County, at its sole discretion, also reserves the right to exercise the option-to-renew this Contract for three additional years on a year-to-year basis. The Contractor may, by written notice to the County no later than 180 days prior to the expiration of the then current term, submit a request to renew the Agreement for the option-to-renew period. The County will respond to the request no later than 60 days prior to the expiration of the then current term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the PHCD Contract Administrator:

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Executive Director
Phone: (786) 469-4106

and,

b) to the Contract Manager:

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

(2) To the Contractor

Nan McKay & Associates, Inc.
1855 Gillespie Way
El Cajon, CA 92020
Attention: Carrol Vaughan, Vice President, Professional Services
Phone: (619) 937-4805
Fax: (619) 956-5867
E-mail: cvaughan@nanmckay.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 as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be in accordance with Appendix B, Price Schedule, 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. In the event the County elects to exercise the option-to-renew period, the pricing in Appendix B shall prevail. The County, at its sole discretion, may negotiate Contractor's prices, anytime during the contract term, including any option-to-renew periods, or extension thereafter. Notwithstanding anything herein, the County will provide the Contractor 60-day notice, of the County's intent to exercise the option-to-renew the contract, as set forth in Article 5 of this Agreement.

Should County funding be reduced for the program, the amount payable under this Contract may be proportionately reduced at the sole option of the County. The County shall have no obligation to pay the Contractor any additional sum in excess of the amount negotiated, except

for a change and/or modification to the Contract, which is mutually agreed upon in writing.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month. Compensation will be paid in monthly increments of the amount equal to the Annual Rate, based on the prior year administrative fees received from HUD, divided by twelve (12), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. In the instance where the administrative fees received by the County for the administration of the Voucher Program exceeds the Annual Rate, based on the prior year administrative fees received from HUD, the compensation to the Contractor shall be adjusted accordingly. Such adjustments will be determined and paid within thirty (30) days from the date the County receives the funding from HUD, which will result in an adjustment of the payment to the Contractor. Prior to the commencement of each calendar year, the County will review the funding received and adjust payment to the Contractor, after negotiations with the Contractor, if applicable. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Accounts Payable

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

ARTICLE 10. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

1) Definitions. As used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) 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.

(i) Selling activities by independent sales representatives.

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

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

(ii) Technical discussions and other activities regarding the application or adaptation of

the person's products or services for an agency's use.

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

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

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

ARTICLE 11. INDEMNIFICATION AND INSURANCE

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

Notwithstanding the foregoing, the Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. However, after the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

The County shall indemnify and hold harmless the Contractor, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement by the County or the County's officers, employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Contractor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of

Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in the amount of $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less **than "B" as** to management, and no less than **"Class V" as** to financial strength 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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 ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 12. MANNER OF PERFORMANCE

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

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

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of 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 13. EMPLOYEES 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. The County may require input in the hiring of mid-level to upper-level management employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. 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 16. 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 17. AUTHORITY OF THE COUNTY/PHCD'S CONTRACT ADMINISTRATOR

a) The Contractor hereby acknowledges that the County's Contract Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's 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 comply with every order of the Contract Administrator, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Administrator's determination or order. Where orders are given orally, they will be issued in writing by the Contract Administrator as soon thereafter as is practicable.

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

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

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 18. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices 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

The County, HUD, the Comptroller General of the United States or their duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 21. INSPECTION AND ACCEPTANCE

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

b) The Contractor shall make any required corrections promptly at no additional charge and

return a revised copy of the deliverable to the County within 7 days notification or later date if extended by the County.

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

ARTICLE 22. 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 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

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

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

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

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

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 25. LIENS

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

ARTICLE 26. 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 27. 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 28. TERMINATION 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.

d) 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.

e) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable 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

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

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

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

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

ARTICLE 29. EVENT OF DEFAULT

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

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

ii. the Contractor has refused or failed 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; or

viii. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and in Article 44 of this Agreement

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 timeframe 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 the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

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

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

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

ARTICLE 30. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 31. 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 re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 32. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

ARTICLE 33. 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 34. 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 acknowledges 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 Contractor 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 35. 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 with 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 36. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 37. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision 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, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 38. 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) Copeland "Anti-Kickback" Act, 18 USC § 874, as supplemented by Department of Labor regulations, 29 CFR part 3.

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

f) Violence Against Women Act, 42 USC Chapter 136, Subchapter III

g) United States Housing Act of 1937, as amended, 24 CFR part 5, 24 C.F.R. part 982, 24 CFR part 985, and all other applicable regulations.

h) 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 without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or expression, veteran status or source of income. 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

k) 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.

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

m) Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all other applicable Miami-Dade County ordinances and other related regulations

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

f) The Contract Manager, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by now is the time the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contract Manager or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The County or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

ARTICLE 40. NONDISCRIMINATION

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

By entering into this Contract, 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 41. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

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

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

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

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

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

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

ARTICLE 42. 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 43. 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 44. 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. Venue shall be Miami-Dade County.

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM (If Applicable)

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 46. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and in this Article 46 of this Agreement, the County shall avail itself of the remedies set forth in Articles 28 through 31 of this Agreement.

ARTICLE 47. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement, including but not limited to those obligations to indemnify and hold harmless the other party as set forth in Article 11 of 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: Dorian Jenkins	Name: Carlos A. Gimenez
Title: VP Program Mgmt	Title: Mayor
Date: 2-24-14	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

"OFFICIAL SEAL"
S. SHAH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/2015

Appendix A
Scope of Services
CATEGORY 1 – INTAKE

1. HISTORY AND BACKGROUND

Public Housing and Community Development (PHCD) is a department of Miami-Dade County (the County), and is overseen by the County Mayor and the Miami-Dade Board of County Commissioners. The County is a public housing authority as defined in the United States Housing Act of 1937 (42 USC § 1437 et seq., as amended). PHCD operates a large Low Rent Public Housing Program, and a large Section 8 Housing Choice Voucher Program. On October 18, 2007, the County and HUD entered into a Settlement Agreement, by which HUD took temporary possession of PHCD. Pursuant to the Settlement Agreement, on December 29, 2008, the County outsourced PHCD's Section 8 Housing Choice Voucher Program (Voucher Program) through a competitive Request for Proposals process. A five-year contract (RFP648) was awarded. The new contracts will administer approximately 15,000 vouchers, including 75 Mainstream vouchers.

The Project Based Voucher Program and the Veteran's Affairs Supportive Housing, both a part of the Voucher Program) will be administered internally by PHCD. .

2. STRUCTURE OF THE VOUCHER PROGRAM

The Scope of Services for the Voucher Program is divided into four separate categories (Intake, Case Management, Inspections and Family Self Sufficiency). The responsibilities for each of the Categories are as follows:

1) **Category 1: Intake:** Includes responsibility for all waiting list, eligibility, and new admission activity for the Section 8 Housing Choice Voucher Program.
2) **Category 2: Case Management:** Encompasses all ongoing tenant services related to annual examinations, interim examinations, changes of dwellings, portability, and termination actions.
3) **Category 3: Inspections:** Covers all inspection activity including initial inspections, annual inspections, complaint inspections, Quality Control Inspections, and Initial inspections for tenants who change dwellings.
4) **Category 4: Family Self-Sufficiency**: Ties together all the services for the Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program.

The County has awarded four contracts, one for each of the four categories listed above. **This contract is for Category 1, Intake.** The County will issue a Notice to Proceed (NTP), for each contract, after the Contract(s) has met all the requirements (i.e., insurance, vendor registration, etc.). The Contract shall commence work upon issuance of a NTP by the County. The Contractor shall follow the specific requirements of the contracts awarded, the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program, and litigation related to the Voucher Program. The Contractor will have a preliminary period for the specific Category awarded, for transitioning, conducting preparatory activities, including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described herein, to assume day-to-day operations. Preliminary periods for all Categories, will be determined by PHCD. Refer to the applicable Sections for each Category for Preliminary and Transitional Activities.

Throughout the term of the Contract, PHCD shall provide enhanced oversight, lend reasonable support and guidance to the Contractor for each Category, as needed and review and evaluate the Contractor's performance. The Contractor's accomplishment of all functions shall be measured by stated performance standards. Refer to applicable Sections for Performance Standards for each Category.

3. VOUCHER PROGRAM CATEGORY No. 1 - INTAKE

A. Scope of Services

The Contractor for the Intake Category shall manage and oversee all operations and areas of the Voucher Program related to the Tenant Based Waiting List, Eligibility, Intake, and New Admission, including but not limited to, establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Voucher Program.

The Contractor shall:

1) Be responsible for conducting all waiting list, eligibility, and new admission activity for the Voucher Program in accordance with 24 Code of Federal Regulations (CFR) part 982; 24 CFR part 5; and the PHCD Section 8 Administrative Plan (SEMAP).

2) Establish and maintain an application and selection process that treats applicants fairly and consistently, and provides an effective and efficient method for determining eligibility.

3) Be responsible for voucher issuance, applicant education, and initial leasing for applicants. This area includes conducting outreach to the community; opening, closing, maintaining, updating and purging the waiting list(s); accepting applications; selecting applicants; determining eligibility; monitoring Income Targeting; conducting briefings, rent reasonableness surveys; and executing the Housing Assistance Payment Contracts for new tenants.

4) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.

5) Comply with the Voucher Program Settlement Agreement.

B. Preliminary Period Activities for Intake

The Contractor for the Intake Category shall have a preliminary period to undertake planning and organizational activities, prior to assuming responsibility for Intake. Once assuming responsibilities, the Contractor shall have a transitional period (refer to Section 1.D) to conduct transitional activities. During the Preliminary Period, the Contractor shall, at a minimum, complete the following preliminary activities, and shall take any other actions necessary to begin activities on the transition period commencement date. All required plans submitted during the preliminary period shall be subject to review and approval by PHCD.

1) Post-Award Orientation
Within seven (7) calendar days of the NTP, the Contractor shall attend an orientation and planning meeting with PHCD at a time and location to be determined by PHCD's Contract Administrator. PHCD will assign a Contract Administrator to be the Contractor's primary point of contact with PHCD.

2) Project Management
Within seven (7) calendar days of the NTP, the Contractor shall assign a Project Manager/Point of Contact, as the primary contact with PHCD. The Contractor shall provide sufficient management to ensure that tasks performed are provided efficiently, accurately, and timely as described herein.

3) Transition Plan and Schedule
Within 15 calendar days of the NTP, the Contractor shall submit a transition plan and schedule to PHCD, as specified below, describing how the Contractor plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The transition plan and schedule must be approved, and commenced at the beginning of the transition period. PHCD will review the plan and schedule, and make comments and recommendations to the Contractor, within 7 days of receipt.

4) Financial Management for New Admissions
On the first day of the transitional period, the Contractor shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to New Admission Landlords and Tenants.

5) Hiring and Training of Staff
The Contractor shall take necessary actions to hire and train staff needed to operate the services under the Intake Category of the Voucher Program. Hiring plans shall include information detailing

how the Contractor intends to provide outreach to PHCD Voucher Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all applicable regulations.

6) Office Space
On the first day of the transitional period, the Contractor shall have full responsibility for ensuring the Contractor has adequate office space to operate the services under the Intake Category of the Voucher Program. The Contractor shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (intake, briefing, and HAP Contract execution, etc.), the Contractor shall choose a location centrally located in Miami-Dade County. The Contractor shall ensure that all Voucher Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws, regulations PIH Notices, and executive orders.

Note: PHCD will not be able to offer any office space to the Contractor to operate these services. The Contractor shall ensure that there is at least one office space available for the use of the PHCD Contract Administrator, and/or staff.

7) Equipment and Software
The Contractor shall be responsible for obtaining all equipment necessary to provide the contracted services. The Contractor must use PHCDs existing system, Emphasys Elite, version 1.9.3 MR 1., and subsequent upgrades, as determined by the County. The Emphasys Elite modules, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The Contractor shall use the Emphasys Elite software to process all new tenants and landlords. PHCD also uses supplemental products such as Web App, Executive Portal, and Landlord Portal with Emphasys Elite. All necessary equipment shall be operational by the beginning of the Transition Period.

PHCD shall assist the Contractor in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The Contractor will be required to contract with Emphasys for program materials and staff training. The Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The Contractor shall ensure that all work is performed in the Elite system, and data entry in real-time.

All electronic files and records, pertaining to Intake of the Voucher Program will be made available to the Contractor.

8) Systems Access
The Contractor shall take necessary actions to coordinate with PHCD to gain access through a web interface or remote connectivity to utilize the Emphasys Elite software program, by the beginning of the transitional Period. PHCD will provide support for accessing the Emphasys Elite software. The Contractor shall also take necessary actions to gain access with PHCD's assistance to HUD secure systems, including but not limited to, the Enterprise Income Verification (EIV) system and the Public and Indian Housing Information Center (PIC).

The Contractor agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The Contractor shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence, and take reasonable precautions against unauthorized disclosure to any third party. The Contractor shall advise each of the Contractor's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

9) Voucher Program Intake Files
The Contractor shall develop a plan for a) transitioning the Voucher Program intake files from PHCD, and/or Quadel, to the Contractor, and b) preserving and carrying forward original source documents related to initial Voucher Program eligibility (e.g. proof of citizenship, identity, family composition, etc.) and New Admission, including HUD Form 50058. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the Privacy Act and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and storage system that meets the requirements above. PHCD will not be performing an audit of Voucher Program files for damaged or missing documentation before it is transferred. PHCD does not guarantee that files transferred will be complete and accurate. Within 15 days of the NTP, the Contractor shall provide the plan to PHCD. The Contractor shall provide a report of existing errors in the files received from PHCD within 90 days after the start of the Transitional Period

10) Quality Control
The Contractor shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Intake Category of the Voucher Program in accordance with 24 CFR part 982 and 24 CFR part 985. The Contractor shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections D.3 and E.2 in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following Intake related areas: waiting list movement, opening of the waiting list, selection from waiting list, determination of eligibility, Income Targeting, briefing and voucher holder education, Reasonable Accommodation Process, voucher issuance, leasing, success rate, and expiration of voucher. The Contractor shall provide the plan to PHCD by the Transition Date.

11) Housing Quality Standards (HQS) Inspections
Inspections shall be handled by the Contractor responsible for Category 3, Inspections. Pre-HAP Contract HQS, which primarily entails assurance that an inspection has taken place before contract execution, shall be the sole responsibility of the Contractor for Category 1, Intake.

12) Waiting List
The Contractor shall propose a new Section 8 Housing Choice Voucher Waiting List Policy, if applicable, to PHCD in accordance with 24 CFR part 982, Subpart E and develop a transitional and implementation plan.

13) Lease-Up and Utilization
The Contractor shall establish a leasing schedule that will ensure at least ninety-five percent (95%) utilization of HAP funding (not to exceed PHCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) taking into account any available Net Restricted Assets (NRA) during the transitional period in accordance with 24 CFR part 985.

14) Administrative Plan/PHA Plan
The Contractor shall review the related areas of the Section 8 Administrative Plan and PHCD's Annual/Five-Year PHA Plan as it relates to the Intake Category of the Voucher Program, and propose any policy or procedural modifications to PHCD. The current PHCD Section 8 Administrative Plan can be found at http://www.miamidade.gov/housing/policies-and-plans.asp. The Contractor shall provide a written summary of its assessment and proposed modifications to PHCD by the Transition Date. The Contractor shall operate under PHCD's existing Administrative Plan and Five-Year PHA Plan until PHCD meets all requirements for approval of any modifications to the existing plan.

15) Rent Reasonableness for New Admission

The Contractor shall review the current method of conducting the rent reasonableness function and develop a plan in accordance with 24 CFR § 982.507. The Contractor shall determine if it will continue with PHCD's current vendor, GoSection 8, which has a database of approximately 50,000 comparable units in Miami-Dade County. GoSection 8 already includes baseline data for PHCD's portfolio. All of the Section 8 comparables include data related to the units: year built, square footage, amenities, utilities, etc.

The Contractor shall take necessary actions to establish a rent comparability database or negotiate its own contract with GoSection 8 or other vendor, as appropriate. The Contractor shall provide a written summary of its review and decision to PHCD by the Transition Date.

16) Landlord Relations for New Admission

The Contractor shall develop a plan for landlord relations with landlords entering into new HAP contracts with the County and new leases with the Voucher Program applicants, including but not limited to ensuring timely and correct Housing Assistance Payments (HAP) and late fee penalty payments, if any, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Voucher Program rules, landlord rights and obligations. The Contractor shall provide the plan to PHCD by the Transition Date.

17) Customer Service and Complaints Processing

The Contractor shall establish a customer service plan that includes a process for the timely handling of applicant and landlord calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines. This plan should incorporate goals of addressing high profile complaints (complaints forwarded by PHCD or other governmental agencies) within 3 business days for phone inquiries as documented in Elite progress notes and within 10 to 15 business days for written inquiries. The Contractor shall provide the plan to the PHCD by the Transition Date.

18) Litigation

The Contractor, in cooperation with the Miami-Dade County Attorney's Office (CAO), shall review any new, current, and pending litigation, and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date.

19) Additional Voucher Program Functions and Requirements

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

C. Transitional Activities

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

1) Transition Plan and Schedule

The Contractor shall conduct activities in accordance with the transitional plan and schedule, approved by the PHCD during the preliminary period. Should the Contractor be required to make any changes to the transitional plan and schedule, it shall submit its revisions to PHCD for approval within five business days of notification. The Contractor shall remain responsible for completing the services in a timely manner regardless of changes made to the Plan.

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

3) Regulatory Compliance
During the transitional period, the Contractor shall take necessary actions to ensure that the Voucher Program is compliant with the requirements of any Agreement issued as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements, resulting from litigation related to the Voucher Program. Specific areas of compliance include but are not limited to:

a. Initial participant eligibility, screening, and briefing
b. New Admission Certification
c. Income calculation, third-party/Enterprise Income Verification (EIV)
d. Family composition verification and voucher size
e. Payment Standards
f. Rent reasonableness
g. Utility allowance schedules
h. Tenant rent and Housing Assistance Payment calculations
i. Utility reimbursements
j. De-concentration of poverty outreach
k. Voucher Program enforcement
l. Informal Reviews and Appeals
m. Any other related Voucher Program requirements not listed above

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

5) Housing Quality Standards (HQS) Inspections
All new units must meet HQS prior to lease-up and new admissions.

6) Lease-Up and Utilization
The Contractor shall implement a leasing schedule that will ensure at least 95 percent utilization of HAP funding (not to exceed PHCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) taking into account any available Net Restricted Assets (NRA) during the transitional period in accordance with 24 CFR part 985.

7) Voucher Program Files
The Contractor shall implement the PHCD-approved plan for transitioning Intake Voucher Program files from PHCD and Quadel to the Contractor.

8) PIC Reporting
The Contractor shall comply with Voucher Program requirements for reporting all tenant information to the PIH Information Center (PIC). The Contractor shall ensure that PIC data is

accurate and reported in a timely manner, as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

9) SEMAP and Voucher Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's FY 2014 SEMAP submission for Indicators 1) Waiting List, 2) Rent Reasonableness, 3) Determination of Adjusted Income, 7) Expanding Housing Opportunities, 10) Correct Tenant Rent, 11) Pre-HAP Contract HQS (ensuring that a unit has an inspection before lease up), and 13) Lease Up in accordance with 24 CFR part 985. During the transitional period, the Contractor shall prepare a timely SEMAP submission to PHCD for submission to HUD, in accordance with SEMAP requirements. However, the Contractor shall not be held responsible for the result of the SEMAP score until FY 2015.

10) Landlord Relations for New Admissions
The Contractor, in cooperation with PHCD, shall implement the landlord relations plan developed during the preliminary period. The Contractor shall establish and implement a plan (Outreach Plan) to recruit new landlords, particularly in areas of low voucher utilization that enhances de-concentration of poverty efforts. The Contractor shall provide the Outreach Plan to the PHCD within 180 calendar days of the Transition Date.

11) Customer Service and Complaints Processing for Intake
The Contractor shall implement the PHCD approved customer service plan developed during the preliminary period.

12) Information Dissemination
Within 180 calendar days of the Transition Date, the Contractor shall a) submit a plan to disseminate information regarding the Voucher Program to the community, including community leaders, property owners, Voucher Program participants, advocates, and neighborhood groups; b) review PHCD's website for the Voucher Program; c) propose changes to PHCD; and d) provide a written summary of its review to PHCD.

The Contractor shall provide Voucher Program information for PHCD's website, which shall be the sole website for the Voucher Program. PHCD is responsible for maintaining content on the website. The Contractor shall work with PHCD Communications staff to make suggestions regarding content. The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Voucher Program, as necessary and in accordance with the plan, subject to PHCD's review and approval.

13) Waiting List
At the beginning of the Transition Phase, the Contractor shall assume full responsibility for maintaining and managing the waiting list. It shall do so in accordance with 24 CFR part 982, Subpart E and PHCD's Administrative Plan and other internal policies and procedures. The Contractor shall ensure that every Voucher Program applicant and/or participant is afforded equal opportunity and access to the Voucher Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status, veteran status, source of income, gender identity or expression, and/or sexual orientation. The Contractor shall ensure that its operation and administration of the Voucher Program complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Chapter 11-A of the Code of Miami-Dade County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the Contractor shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including (1) provide an Analysis of Impediments to fair housing choice; (2) take actions to cover the effects of the identified impediments; and (3) maintain records to support the County's affirmatively furthering fair housing certifications.

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

15) Financial Management for New Admissions
The Contractor shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data upon request to the finance office for audit purposes. The Contractor shall be responsible for all work related to determining the initial HAP payment for New Admissions. PHCD will retain responsibility for issuing payments electronically and/or printing and signing of checks.

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

17) Reporting
The Contractor shall prepare a monthly report in electronic and paper format due by the tenth of the following month for PHCD that includes the following:
a) Status Report: all requirements/activities of the transitional plan and schedule.
b) Leasing Report: new units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
c) Management Report:significant Voucher Program issues, complaints, and litigation; and other Voucher Program issues identified and/or requested by the Contractor and/or PHCD.
d) Voucher Management System (VMS) Report on Intake: most recently submitted; and
e) SEMAP Report: status for the following Indicators:
    - 1 - Waiting List
    - 2 - Rent Reasonableness
    - 3 - Determination of Adjusted Income,
    - 7 - Expanding Housing Opportunities
    - 10 - Correct Tenant Rent
    - 11 - Pre-HAP Contract HQS
    - 13 - Lease Up in accordance with 24 CFR part 985.

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

19) Litigation and Voucher Program Counsel
The Contractor, in cooperation with the CAO, shall review any new, current, and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. However, after the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to

hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement.

20) Information Requests
The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any Intake related aspect of the Voucher Program. The Contractor shall provide access to Voucher Program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

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

D. Ongoing Activities and Functions

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

2) Regulatory Compliance
The Contractor shall ensure the Voucher Program is compliant with the requirements of this Agreement as a result of this Solicitation; federal statutes; Voucher Program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program. Specific areas of compliance related to Intake include, but are not limited to:

a. Initial participant eligibility, screening, and briefing
b. New Admission Certification
c. Income calculation, third-party/EIV verification
d. Family composition verification and voucher size
e. Payment Standards
f. Rent reasonableness
g. Utility allowance schedules
h. Tenant rent and Housing Assistance Payment calculations
i. Utility reimbursements
j. De-concentration of poverty outreach
k. Voucher Program enforcement
l. Informal Reviews and Appeals
m. Any other related Voucher Program requirements not listed above

3) Quality Control
The Contractor shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of Voucher Program functions. The Contractor shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section E.2, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Housing Quality Standards (HQS) Inspections
Inspections shall be handled by the Contractor responsible for Category 3, Inspections.

5) Lease-Up and Utilization
The Contractor shall maintain at least 95 percent utilization of HAP funding (not to exceed PHCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) taking into account any available Net Restricted Assets (NRA) in accordance with 24 CFR part 985.

6) PIC Reporting
The Contractor shall comply with Voucher Program requirements for reporting all tenant information to the PIH Information Center (PIC). The Contractor shall ensure that PIC data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

7) SEMAP and Voucher Program Performance
The Contractor shall maintain the Quality Control sampling and documentation required to support PHCD's SEMAP submissions for Indicators 1) Waiting List, 2) Rent Reasonableness, 3) Determination of Adjusted Income, 7) Expanding Housing Opportunities, 10) Correct Tenant Rent, 11) Pre-HAP Contract HQS and 13) Lease Up and prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements 24 CFR part 985.

8) Voucher Program Files
The Contractor shall maintain Voucher Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.

9) Landlord Relations for New Admissions
The Contractor shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely and correct HAP payments, and late fee penalty payments, if any, communications and complaints processing, and education on Voucher Program rules, landlord rights and obligations. The Contractor shall conduct outreach to new landlords, particularly in areas of low voucher utilization, in accordance with its outreach plan established and implemented during the transitional period.

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

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

12) Waiting List
The Contractor shall continue maintaining and managing the Tenant-based waiting list in accordance with PHCD policy and Federal Regulations 24 CFR part 982 Subpart E. The Contractor shall not discriminate against any applicant or participant on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, veteran status, source of income, gender identity or expression, and/or sexual orientation. The Contractor shall ensure that every Voucher Program applicant and/or participant is afforded equal opportunity and access to the Voucher Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status, veteran status, source of income, gender identity or expression, and/or sexual orientation. The Contractor shall ensure that its operation and administration of the Voucher Program complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Chapter 11-A of the Code of Miami-Dade

County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the Contractor shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including a) provide an Analysis of Impediments to fair housing choice; b) take actions to cover the effects of the identified impediments; and c) maintain records to support the County's affirmatively furthering fair housing certifications.

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

14) Financial Management for New Admissions
The Contractor shall maintain coordination with PHCD's finance office to ensure timely and accurate payments to landlords and timely correction of errors. The Contractor shall provide financial data on request to the finance office for audit purposes. The Contractor shall be responsible for all work related to determining the initial HAP payment for New Admissions. PHCD will retain responsibility for issuing payments electronically and printing and signing of checks.

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

16) Reporting
The Contractor shall prepare a monthly report due by the tenth (10^{th}) day of the following month, for PHCD that includes the following:

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) Leasing Report: new units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
c) Management Report: significant Voucher Program issues, complaints, and litigation; and other Voucher Program
issues identified and/or requested by the Contractor and/or PHCD.
d) VMS Report on Intake: most recently submitted; and
e) SEMAP Report: status for the following Indicators:
- 1 - Waiting List
- 2 - Rent Reasonableness
- 3 - Determination of Adjusted Income
- 7 - Expanding Housing Opportunities
- 10 - Correct Tenant Rent
- 11 - Pre-HAP Contract HQS
- 13 - Lease Up in accordance with 24 CFR part 985.

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

18) Litigation
The Contractor, in cooperation with the CAO shall review any new, current and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. However, after the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement

19) Information Requests
The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any aspect of the Voucher Program. The Contractor shall provide access to Voucher Program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

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

21) Outgoing Plan
No later than 120 calendar days prior to the end of the Agreement, including any extensions or renewals, the Contractor shall prepare and submit to PHCD an Outgoing Plan addressing the following:

a) Transition of Voucher Program operations and debriefing;
b) Status and/or assessment of Voucher Program operations for each Contract requirement stated herein under ongoing period;
c) Transfer of data;
d) Accounting and financial reporting; and
e) Inventory and return of PHCD applicant and landlord files.

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

E. Performance Standards

1) Full Performance

The Contractor shall be considered to have performed satisfactorily and shall be compensated as negotiated, based on the following criteria:

a) Timeliness
The Contractor must meet due dates and timelines.

b) Quality
The Contractor must submit accurate, complete, and well written deliverables, including but not limited to, assessments, summaries, policy proposals, and plans.

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

d) Lease-up and Utilization
The Contractor must achieve at least ninety-five percent (95%) utilization of HAP funding (not to exceed PHCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Allowed (UMA) at the end of PHCD's Fiscal Year 2015 (September 30, 2015) and for each month during the transitional and ongoing periods.

e) PIH Information Center (PIC)
The Contractor must accurately report at least ninety-five percent (95%) of New Admissions or other minimum required by HUD for each month during the transitional and ongoing periods.

f) Customer Service and Complaint Processing
The Contractor must make first contact with high profile complainants/customers within three business days of receiving an inquiry or complaint for ninety-five (95%) of all customer service inquiries or complaints. Additionally, ninety-five percent (95%) of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

2) Less Than Full Performance
The Contractor shall be considered to have performed at less than a satisfactory level in specific areas, and the County may impose a penalty on the Contractor as specified below, based on the following criteria:

a) Timeliness
The County may impose a penalty of $1,000 for each deadline imposed by the Contract the Contractor fails to meet, including those identified in the Scope of Services.

b) Quality
The County may impose a penalty of $1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

c) Lease-up and Utilization
The County may impose a penalty of an amount equal to two percent (2%) of the actual monthly negotiated fees each month it fails to achieve at least ninety-five percent (95%) utilization of HAP funding (not to exceed PHCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Allowed (UMA) for each month after the first day of the On-Going period.

d) PIH Information Center (PIC)
The County may impose a penalty of an amount equal to ten percent (10%) of the negotiated fees the Contractor receives if the Contractor fails to report at least ninety-five (95%) of all New Admissions to PIC or other minimum standard required by HUD for each month beginning in the Transition Period and forward.

e) Customer Service and Complaint Processing
The County may impose a penalty of an amount equal to one percent (1%) of annual negotiated fees if the contractor fails to make first contact with high profile complainants/customers within three business days of receiving an inquiry or complaint for at least eighty percent (80%) of all customer service inquiries or complaints. The County may also impose a penalty of an additional amount equal to one percent (1%) of annual negotiated fees if the Contractor fails to provide accurate written responses to high profile written inquiries or complaints within 10 to 15 business days.

f) SEMAP
The County may impose a penalty of an amount equal to five percent (5%) of the negotiated fees the Contractor receives, if PHCD receives zero (0) points for SEMAP Indicators 1) Waiting List, and 13) Lease Up, for the fiscal year-end 2015, or any fiscal year end thereafter, during the contract period. Zero points in any of these indicators may also result in early termination of the contract. If early termination occurs, PHCD will impose a penalty of an amount equal to twenty-five percent (25%) of the negotiated fees from the Contractor's final payment.

g) Administrative Error
The County may impose a penalty for the direct cost of each administrative error, due to the Contractor's calculation or other errors made by Contractor, where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

4. PAYMENT SCHEDULE

The Contractor will be paid as stipulated in Article 9, Method and Times of Payment, of the Contract. The County reserves the right to negotiate the price annually, based on the funding received.

5 SECTION 3 (S-3) COMPLIANCE

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

Appendix B - 1

Price Schedule
CATEGORY 1 - INTAKE

A. Percentage of Administrative Fees

The Percentage shown below is the price (as a percentage of the administrative fees received by PHCD), for providing all services under the Intake Category, as stated in Appendix A, Scope of Services, Section 3, and all other relevant information in Appendix A, for the term of the contract, including any renewal or extension periods.

Percentage of Administrative Fees	**8%**
	$4,247,521

B. Breakdown of Price by Year

The prices shown below represent the breakdown, by year, of Section "A" above for the term of the contract, including any renewal or extension periods.

Price By Year				
Year 1	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
$797,057	**$820,969**	**$845,598**	**$870,966**	**$912,931**

C. Breakdown of Price by Functions

The prices shown below represent the breakdown, by function, of Section "A" above for the term of the Contract, including any renewal or extension periods. These functions only apply to the Intake Category.

Price by Function					
Function	**Year 1**	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
Direct Labor	$322,400	$332,072	$342,034	$352,295	$362,864
ODC	$230,873	$237,799	$244,933	$252,281	$259,849
Allocations for on-site program support	$88,334	$90,984	$93,713	$96,525	$99,421
General and Administrative Expenses	$82,990	$85,481	$88,045	$90,686	$93,407
Profit	$72,460	$74,633	$76,873	$79,179	$97,390
Grand Total	**$797,057**	**$820,969**	**$845,598**	**$870,966**	**$912,931**

Notes:

1. The Contractor's price in Section A shall remain firm and fixed for the term of the contract, including any option-to-renew and any extension periods.
2. Any amounts stated are subject to funding, at the County's sole discretion, and contingent upon federal grant allotment to the County.
3. The County reserves the right to negotiate the price annually, based on the funding received.
4. Notwithstanding the above, the price for the option-to-renew years may be negotiated at the County's sole discretion. Any extensions, pursuant to Article 5 of the Contract, will be at the then current term's prices.
5. Prices include all out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, as they shall not be reimbursed separately by the County.
6. The Contractor's Contract Manager/Point of Contact, and key personnel identified in the Contractor's proposal, shall be the same personnel or equivalent who will be performing the services as needed.

Section 8 Housing Choice Voucher Program
Oversight and Management Services

Contract No. RFQ878b
CATEGORY 2 – CASE MANAGEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Nan McKay & Associates, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 1855 Gillespie Way, El Cajon, CA 92020 (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 oversight and management to the Section 8 Housing Choice Voucher Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 878 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 August 19, 2013, 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 oversight and 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 "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 878 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Nan McKay & Associates, Inc., and its permitted successors and assigns.

e) The word "County" to mean Miami-Dade County.

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

g) 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.

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

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

j) The word "HUD" to mean United States Department of Housing and Urban Development.

k) The word "PHCD" to mean Miami-Dade Public Housing and Community Development

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

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

n) 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.

o) The word "Voucher Program" to mean Miami-Dade County's Section 8 Housing Choice Voucher Program.

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

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) Appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 878 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor

shall perform the same as though they were specifically mentioned, described and delineated.

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

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of the Contract, and shall continue through the last day of the 24th month. The County, at its sole discretion, will review the effectiveness of the contract after the first year, to determine whether to continue the services for the remaining 12 months of the initial term. The County, at its sole discretion, also reserves the right to exercise the option-to-renew this Contract for three additional years on a year-to-year basis. The Contractor may, by written notice to the County no later than 180 days prior to the expiration of the then current term, submit a request to renew the Agreement for the option-to-renew period. The County will respond to the request no later than 60 days prior to the expiration of the then current term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the PHCD Contract Administrator:

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Executive Director
Phone: (786) 469-4106

and,

b) to the Contract Manager:

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

(2) To the Contractor

Nan McKay & Associates, Inc.
1855 Gillespie Way
El Cajon, CA 92020
Attention: Carrol Vaughan, Vice President, Professional Services
Phone: (619) 937-4805
Fax: (619) 956-5867
E-mail: cvaughan@nanmckay.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 as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be in accordance with Appendix B, Price Schedule, for the term of the Contract, including any extension or renewal periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. In the event the County elects to exercise the option-to-renew period, the pricing in Appendix B shall prevail. The County, at its sole discretion, may negotiate Contractor's prices, anytime during the contract term, including any option-to-renew periods, or extension thereafter. Notwithstanding anything herein, the County will provide the Contractor 60-day notice, of the County's intent to exercise the option-to-renew the contract, as set forth in Article 5 of this Agreement.

Should County funding be reduced for the program, the amount payable under this Contract may be proportionately reduced at the sole option of the County. The County shall have no obligation to pay the Contractor any additional sum in excess of the amount negotiated, except

for a change and/or modification to the Contract, which is mutually agreed upon in writing.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month. Compensation will be paid in monthly increments of the amount equal to the Annual Rate, based on the prior year administrative fees received from HUD, divided by twelve (12), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. In the instance where the administrative fees received by the County for the administration of the Voucher exceeds the Annual Rate, based on the prior year administrative fee received from HUD, the compensation to the Contractor, shall be adjusted accordingly. Such adjustments will be determined and paid within 30 days from the date the County receives the funding from HUD, which will result in an adjustment of the payment to the Contractor. Prior to the commencement of each calendar year, the County will review the funding received and adjust payment to the Contractor, after negotiations with the Contractor, if applicable. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Accounts Payable

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

ARTICLE 10. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

1) Definitions. As used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) 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.

(i) Selling activities by independent sales representatives.

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

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

(ii) Technical discussions and other activities regarding the application or adaptation of

the person's products or services for an agency's use.

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

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

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

ARTICLE 11. INDEMNIFICATION AND INSURANCE

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

Notwithstanding the foregoing, the Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. However, after the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

The County shall indemnify and hold harmless the Contractor, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement by the County or the County's officers, employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Contractor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of

Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in the amount of $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less **than "B" as** to management, and no less than **"Class V" as** to financial strength 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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 ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 12. MANNER OF PERFORMANCE

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

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

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) 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 13. EMPLOYEES 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. The County may require input in the hiring of mid-level to upper-level management employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. 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 16. 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 17. AUTHORITY OF THE COUNTY/PHCD'S CONTRACT ADMINISTRATOR

a) The Contractor hereby acknowledges that the County's Contract Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's 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 comply with every order of the Contract Administrator, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Administrator's determination or order. Where orders are given orally, they will be issued in writing by the Contract Administrator as soon thereafter as is practicable.

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

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

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 18. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices 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

The County, HUD, the Comptroller General of the United States or their duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 21. INSPECTION AND ACCEPTANCE

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

b) The Contractor shall make any required corrections promptly at no additional charge and

return a revised copy of the deliverable to the County within 7 days notification or later date if extended by the County.

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

ARTICLE 22. 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 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

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

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

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

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

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

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

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

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

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

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

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

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

Americans.

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

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

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

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

ARTICLE 25. LIENS

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

ARTICLE 26. 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 27. 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 28. TERMINATION 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.

d) 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.

e) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable 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

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

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

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

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

ARTICLE 29. EVENT OF DEFAULT

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

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

ii. the Contractor has refused or failed 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 timeframe 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 the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

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

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

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

ARTICLE 30. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 31. 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 re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 32. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

ARTICLE 33. 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 34. 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 acknowledges 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 Contractor 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 35. 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 with 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 36. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 37. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision 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, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 38. 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) Copeland "Anti-Kickback" Act, 18 USC § 874, as supplemented by Department of Labor regulations, 29 CFR part 3.

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

f) Violence Against Women Act, 42 USC Chapter 136, Subchapter III

g) United States Housing Act of 1937, as amended, 24 CFR part 5, 24 C.F.R. part 982, 24 CFR part 985, and all other applicable regulations.

h) 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 without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, veteran status or source of income.. 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

k) 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.

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

m) Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all other applicable Miami-Dade County ordinances and other related regulations

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Contract will comply with the provisions of Section 3 and the regulations

issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

f) The Contract Manager, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by now is the time the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contract Manager or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The County or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

ARTICLE 40. NONDISCRIMINATION

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

By entering into this Contract, 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 41. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

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

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

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

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

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

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

ARTICLE 42. 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 43. 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 44. 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. Venue shall be Miami-Dade County.

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM (If Applicable)

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 46. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and in this Article 46 of this Agreement, the County shall avail itself of the remedies set forth in Articles 28 through 31 of this Agreement.

ARTICLE 47. 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: Dorian Jeffries	Name: Carlos A. Gimenez
Title: VP Program Mgr	Title: Mayor
Date: 2-24-14	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

Feb 24, 14

"OFFICIAL SEAL"
S. SHAH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/2015

Appendix A
Scope of Services
CATEGORY 2 – CASE MANAGEMENT

1. HISTORY AND BACKGROUND

Public Housing and Community Development (PHCD) is a department of Miami-Dade County (the County), and is overseen by the County Mayor and the Miami-Dade Board of County Commissioners. The County is a public housing authority as defined in the United States Housing Act of 1937 (42 USC § 1437 et seq., as amended). PHCD operates a large Low Rent Public Housing Program, and a large Section 8 Housing Choice Voucher Program. On October 18, 2007, the County and HUD entered into a Settlement Agreement, by which HUD took temporary possession of PHCD. Pursuant to the Settlement Agreement, on December 29, 2008, the County outsourced PHCD's Section 8 Housing Choice Voucher Program (Voucher Program) through a competitive Request for Proposals process. The Project Based Voucher Program and the Veteran's Affairs Supportive Housing, both a part of the Voucher Program) will be administered internally by PHCD. The current PHCD Section 8 Administrative Plan does not include a work requirement for Voucher Program participants.

2. STRUCTURE OF THE VOUCHER PROGRAM

The Scope of Services for the Voucher Program is divided into four separate categories (Intake, Case Management, Inspections and Family Self Sufficiency). The responsibilities for each of the Categories are as follows:

1) **Category 1: Intake:** Includes responsibility for all waiting list, eligibility, and new admission activity for the Section 8 Housing Choice Voucher Program.
2) **Category 2: Case Management:** Encompasses all ongoing tenant services related to annual examinations, interim examinations, changes of dwellings, portability, and termination actions.
3) **Category 3: Inspections:** Covers all inspections activity, including initial inspections, annual inspections, complaint inspections, Quality Control Inspections, and Initial inspections for tenants who change dwellings.
4) **Category 4: Family Self-Sufficiency**: Ties together all the services for the Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program.

The County has awarded four contracts, one for each of the four categories listed above. **This contract is for Category 2, Case Management.** The County will issue a Notice to Proceed (NTP), after the Contractor has met all the requirements (i.e., insurance, vendor registration, etc.). The Contractor shall commence work upon issuance of a NTP by the County. The Contractor shall follow the specific requirements of the contracts awarded, the current and future Voucher Program requirements of federal statute, Voucher Program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program, and litigation related to the Voucher Program. The Contractor will have a preliminary period for the specific Category awarded, for transitioning, conducting preparatory activities, including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described herein, to assume day-to-day operations. Preliminary periods for all Categories, will be determined by the PHCD. Refer to the applicable Sections for Preliminary and Transitional Activities.

Throughout the term of the Contract, PHCD shall provide enhanced oversight, lend reasonable support and guidance to the Contractor, as needed and review and evaluate the Contractor's performance. The Contractor's accomplishment of all functions shall be measured by stated performance standards. Refer to applicable Sections for Performance Standards.

3. VOUCHER PROGRAM CATEGORY NO. 2 - CASE MANAGEMENT

A. Overview

The Case Management Category of the Voucher Program consists of all ongoing tenant services related to maintaining tenant participation in the Voucher Program. This includes conducting all annual reexaminations, changes of dwellings, interim reexaminations, portability functions, termination actions,

and all other related Voucher Program activity.

B. Scope of Services

The Contractor for the Case Management Category shall:

1) Reexamine the income and composition of housing choice voucher families at least annually. The annual reexamination determines the continued eligibility of the family and establishes the housing assistance payment (HAP) to be made on behalf of the family.

2) Complete all required interim changes in family income or family circumstances as well. A family's failure to comply with the reexamination requirements can be grounds for terminating assistance.

3) Manage and oversee all operations and areas of the Voucher Program related to the Tenant Annual Re-certifications, Interims, Portability, and Change of Dwellings, including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Voucher Program.

4) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.

5) Manage the change of dwelling process for all participant families wishing to relocate inside Miami-Dade County. All families in the Voucher Program may move once a year, at the end of their lease term.

An eligible family that has been issued a housing choice voucher may also use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program. This feature of the Voucher Program is referred to as portability. The Contractor acts as both the initial housing agency when a family wants to move to a different jurisdiction and the receiving housing agency when a family wishes to relocate from another housing agency to Miami-Dade County.

C. Preliminary Period Activities

The Contractor for the Case Management Category shall have a preliminary period to undertake planning and organizational activities, prior to assuming responsibility for operations of on-going case management. Once assuming responsibilities, the Contractor shall have a transitional period to conduct transitional activities. During the preliminary period, the Contractor shall, at a minimum, complete the following preliminary activities, and shall take any other actions necessary to begin activities on the transition period start date. All required plans submitted during the preliminary period shall be subject to review and approval by PHCD.

1) Post-Award Orientation
Within seven (7) calendar days of the NTP, the Contractor shall attend an orientation and planning meeting with PHCD at a time and location to be determined by PHCD's Contract Administrator. PHCD will assign a Contract Administrator to be the Contractor's primary point of contact with PHCD.

2) Project Management
Within seven (7) calendar days of the NTP, the Contractor shall assign a Project Manager/Point of Contact, as the primary contact with PHCD. The Contractor shall provide sufficient management to ensure that tasks performed are provided efficiently, accurately, and timely as described herein.

3) Transition Plan and Schedule
Within 15 calendar days of the NTP, the Contractor shall submit a transition plan and schedule to PHCD, as specified below, describing how the Contractor plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The Transition

Plan and Schedule must be approved, and commenced at the beginning of the Transition Period. PHCD will review the plan and schedule, and make comments and recommendations to the Contractor, within 7 days of receipt.

4) Financial Management
On the first day of the transitional period, the Contractor shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to new landlords and tenants.

5) Hiring and Training of Staff
The Contractor shall take necessary actions to hire and train staff needed to operate the services under the Case Management Category of the Voucher Program. Hiring plans shall include information detailing how the Contractor intends to provide outreach to PHCD Voucher Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all applicable regulations.

6) Office Space
On the first day of the transitional period, the Contractor shall have full responsibility for ensuring the Contractor has adequate office space to operate the services under the Case Management Category of the Voucher Program. The Contractor shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (intake, briefing, and HAP Contract execution, etc.), the Contractor shall choose a location centrally located in Miami-Dade County, and/or multiple locations across the County. The Contractor shall ensure that all Voucher Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws, regulations PIH Notices, and executive orders.

Note: PHCD will not be able to offer any office space to the Contractor to operate these services. Contractor shall ensure that there is at least one office space dedicated for the use of PHCD Contract Administrator and/or staff.

7) Equipment and Software
The Contractor shall be responsible for obtaining all equipment necessary to provide the contracted services. The Contractor must use PHCDs existing system, Emphasys Elite, version 1.9.3 MR 1. The Emphasys Elite modules purchased by PHCD, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The Contractor shall use the Emphasys Elite software to process all new tenants and landlords. PHCD also uses supplemental products such as Web App, Executive Portal, and Landlord Portal with Emphasys Elite. All necessary equipment and software should be operational by the beginning of the Transitional Period.

PHCD shall assist the Contractor in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The Contractor will be required to contract with Emphasys for program materials and staff training. The Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The Contractor shall ensure that all work in the system and data entry is being performed in real-time. All electronic files and records, pertaining to Case Management of the Voucher Program will be made available to the Contractor.

8) Systems Access
The Contractor shall take necessary actions to coordinate with PHCD to gain access through a web interface or remote connectivity to utilize the Emphasys Elite software program. PHCD will provide

support for accessing the Emphasys Elite software. The Contractor shall also take necessary actions to gain access with PHCD's assistance to HUD secure systems, including but not limited to, the Enterprise Income Verification (EIV) system and the Public and Indian Housing Information Center (PIC).

The Contractor agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The Contractor shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence, and take reasonable precautions against unauthorized disclosure to any third party. The Contractor shall advise each of the Contractor's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

9) Voucher Program Files

The Contractor shall develop a plan for a) transitioning the Voucher Program Case Management files from PHCD, and/or Quadel, to the Contractor, and b) preserving and carrying forward original source documents related to initial Voucher Program eligibility (e.g. proof of citizenship, identity, family composition, etc.) and New Admission, including HUD Form 50058. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the Privacy Act and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and storage system that meets the requirements above. PHCD will not be performing an audit of Voucher Program files for damaged or missing documentation before it is transferred. PHCD does not guarantee that files transferred will be complete and accurate. Within 30 days of the NTP, the Contractor shall provide the plan to PHCD. The Contractor shall provide a report of existing errors in the files received from PHCD within 90 days after the start of the Transitional Period

10) Quality Control

The Contractor shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Case Management Category of the Voucher Program in accordance with 24 CFR part 982 and 24 CFR part 985. The Contractor shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Section D.3 and E.2, in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following Case Management related areas active vouchers, number of vouchers leased, number of vouchers administered, terminations, change of dwellings, Hearings, Portability, Reasonable Accommodation Process, Quality Control Activities, HAP expenditures, deconcentration, timelessness of annual Reexaminations, accuracy of reexaminations, customer service, demographics, and submissions to PIC and Voucher Management System (VMS). The Contractor shall provide the plan to PHCD by the Transition Date.

11) Administrative Plan/PHA Plan

The Contractor shall review the related areas of the Section 8 Administrative Plan and PHCD's Annual/Five-Year PHA Plan as it relates to the Case Management Category of the Voucher Program, and propose any policy or procedural modifications to PHCD. The current PHCD Section 8 Administrative Plan can be found at http://www.miamidade.gov/housing/policies-and-plans.asp. The Contractor shall provide a written summary of its assessment and proposed modifications to PHCD by the Transition Date. The Contractor shall operate under PHCD's existing Administrative Plan and Five-Year PHA Plan until PHCD meets all requirements for approval of any modifications to the existing plan.

12) Rent Reasonableness for Case Management
The Contractor shall review the current method of conducting the rent reasonableness function and develop a plan in accordance with 24 CFR § 982.507. The Contractor shall determine if it will continue with PHCD's current vendor, GoSection 8, which has a database of approximately 50,000 comparable units in Miami-Dade County. GoSection 8 already includes baseline data for PHCD's portfolio. All of the Section 8 comparables include data related to the units: year built, square footage, amenities, utilities, etc.

The Contractor shall take necessary actions to establish a rent comparability database or negotiate its own contract with GoSection 8 or other vendor, as appropriate. The Contractor shall provide a written summary of its review and decision to PHCD by the Transition Date.

13) Utility Allowance
The Contractor shall review the current utility allowance schedule and take necessary steps to correct any deficiencies noted in accordance 24 CFR § 982.517. The Contractor shall provide a written summary of its assessment and planned corrective actions, if any, to PHCD by the Transition Date

14) Landlord Relations
The Contractor shall develop a plan for landlord relations with landlords entering into new contracts with the applicants, including but not limited to ensuring timely and correct HAP, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Voucher Program rules, landlord rights and obligations. The Contractor shall provide the plan to PHCD by the Transition Date.

15) Customer Service and Complaints Processing
The Contractor shall establish a customer service plan that includes a process for the timely handling of applicant and landlord calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines. This plan should incorporate goals of addressing high profile complaints (complaints forwarded by PHCD or other governmental agencies) within 3 business days for phone inquiries as documented in Elite progress notes and within 10 to 15 business days for written inquiries. The Contractor shall provide the plan to the PHCD by the Transition Date.

16) Litigation
The Contractor, in cooperation with the Miami-Dade County Attorney's Office (CAO), shall review any new, current, and pending litigation, and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. After the Transition date, the Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date.

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

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

1) Transition Plan and Schedule
The Contractor shall conduct activities in accordance with the transitional plan and schedule, approved by the PHCD during the preliminary period. Should the Contractor be required to make any changes to the transitional plan and schedule, it shall submit its revisions to PHCD for approval within five business days of notification. The Contractor shall remain responsible for completing the services in a timely manner regardless of changes made to the Plan.

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

3) Regulatory Compliance
During the transitional period, the Contractor shall take necessary actions to ensure that the Voucher Program is compliant with the requirements of any Agreement issued as a result of this Solicitation; federal statutes; Voucher Program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements, resulting from litigation related to the Voucher Program. Specific areas of compliance include but are not limited to:

a. Annual/Interim participant recertification
b. Income calculation, third-party/Enterprise Income Verification (EIV)
c. Family composition verification and voucher size
d. Payment Standards
e. Rent reasonableness
f. Utility allowance schedules
g. Tenant rent and Housing Assistance Payment calculations
h. Utility reimbursements
i. De-concentration of poverty outreach
j. Change of Dwellings
k. Portability
l. Voucher Program enforcement
m. Informal Hearings and Appeals
n. Other special voucher programs, if applicable, including but not limited to Mainstream, Disaster Housing Assistance Program (DHAP), Family Unification Program (FUP), relocation vouchers, tenant protection vouchers.
o. Any other related Voucher Program requirements not listed above

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

5) VMS Reporting
The Contractor shall coordinate with PHCD and provide the necessary information to ensure that VMS data is accurate and reported timely during the transition period in accordance with PIH Notice 2012-21 and subsequent related notices. PHCD will be responsible for all VMS submissions to HUD.

6) Voucher Program Files
The Contractor shall implement the PHCD-approved plan for transitioning Tenant and Landlord Voucher Program files from PHCD and Quadel to the Contractor.

7) PIC Reporting
The Contractor shall comply with Voucher Program requirements for reporting all tenant information to the PIH Information Center (PIC). The Contractor shall ensure that PIC data is accurate and reported in a timely manner, as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

8) SEMAP and Voucher Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 2) Rent Reasonableness, 3) Determination of Adjusted Income, 4) Utility Allowance Schedule, 7) Expanding Housing Opportunities, 9) Annual Reexamination, 10) Correct Tenant Rent, and 11) Pre-HAP Contract HQS, in accordance with 24 CFR part 985. During the transitional period, the Contractor shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Contractor shall not be held responsible for the result of the SEMAP score until FY 2015.

9) Landlord Relations
The Contractor, in cooperation with PHCD, shall implement the landlord relations plan developed during the preliminary period. The Contractor shall establish and implement a plan (Outreach Plan) to recruit new landlords, particularly in areas of low voucher utilization that enhances de-concentration of poverty efforts. The Contractor shall provide the Outreach Plan to the PHCD within 180 calendar days of the Transition Date.

10) Customer Service and Complaints Processing
The Contractor shall implement the PHCD approved customer service plan developed during the preliminary period.

11) Information Dissemination
Within 180 calendar days of the Transition Date, the Contractor shall a) submit a plan to disseminate information regarding the Voucher Program to the community, including community leaders, property owners, Voucher Program participants, advocates, and neighborhood groups; b) review PHCD's website for the Voucher Program; c) propose changes to PHCD; and d) provide a written summary of its review to PHCD.

The Contractor shall provide Voucher Program information for PHCD's website, which shall be the sole website for the Voucher Program. PHCD is responsible for maintaining content on the website. The Contractor shall work with PHCD Communications staff to make suggestions regarding content. The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Voucher Program, as necessary and in accordance with the plan, subject to PHCD's review and approval.

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

13) Financial Management
The Contractor shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data upon request to the finance office for audit purposes. The Contractor shall be responsible for all

work related to determining the HAP payment for existing tenants. PHCD will retain responsibility for issuing payments electronically and/or printing and signing of checks.

14) Staffing and Subcontracting

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

15) Reporting

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

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) Leasing Report: all units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
c) Management Report: significant Voucher Program issues, complaints, and litigation; and other Voucher Program issues identified and/or requested by the Contractor and/or PHCD.
d) Voucher Management System Report on Case Management: most recently submitted; and
e) SEMAP Report: status for the following Indicators:
    - 2 - Rent Reasonableness
    - 3 - Determination of Adjusted Income,
    - 4 - Utility Allowance Schedule
    - 7 - Expanding Housing Opportunities
    - 9 - Annual Reexamination
    - 10 - Correct Tenant Rent
    - 11 - Pre-HAP Contract HQS

16) Fraud Investigations and Referrals

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

17) Litigation and Voucher Program Counsel

The Contractor, in cooperation with the CAO, shall review any new, current, and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement.

18) Information Requests

The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any Case Management related aspect of the Voucher Program. The Contractor shall provide access to Voucher Program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

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

E. Ongoing Activities and Functions

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

2) Regulatory Compliance
The Contractor shall ensure the Voucher Program is compliant with the requirements of this Agreement as a result of this Solicitation; federal statutes; Voucher Program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program. Specific areas of compliance related to Case Management include but are not limited to:

a) Annual/Interim participant recertification
b) Income calculation, third-party/EIV
c) Family composition verification and voucher size
d) Payment Standards
e) Rent reasonableness
f) Utility allowance schedules
g) Tenant rent and Housing Assistance Payment calculations
h) Utility reimbursements
i) De-concentration of poverty outreach
j) Change of Dwellings
k) Portability
l) Voucher Program enforcement
m) Informal Hearings and Appeals
n) Other special voucher programs, if applicable, including but not limited to Mainstream, Disaster Housing Assistance Program (DHAP), Family Unification Program (FUP), relocation vouchers, tenant protection vouchers.
o) Any other related Voucher Program requirements not listed above

3) Quality Control
The Contractor shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of Voucher Program functions. The Contractor shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.D.2, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Voucher Management System Reporting
The Contractor shall coordinate with PHCD and provide the necessary information to ensure that VMS data is accurate and reported in a timely manner during the ongoing period in accordance with the PIH notice 2012-21 and subsequent related notices. PHCD will be responsible for all VMS submissions to HUD.

5) PIC Reporting
The Contractor shall comply with Voucher Program requirements for reporting all tenant information to the PIH Information Center (PIC). The Contractor shall ensure that PIC data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

6) SEMAP and Voucher Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 2) Rent Reasonableness, 3) Determination of Adjusted Income, 4) Utility Allowance Schedule, 7) Expanding Housing Opportunities, 9) Annual Reexamination, 10) Correct Tenant Rent, and 11) Pre-HAP Contract HQS, in accordance with 24 CFR part 985. During the transitional period, the Contractor shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Contractor shall not be held responsible for the result of the SEMAP score until FY 2015.

7) Voucher Program Files
The Contractor shall maintain Voucher Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.

8) Landlord Relations
The Contractor shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely and correct HAP payments and late fee penalty payments, if any, communications and complaints processing, and education on Voucher Program rules, landlord rights and obligations. The Contractor shall conduct outreach to new landlords, particularly in areas of low voucher utilization, in accordance with its outreach plan established and implemented during the transitional period.

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

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

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

12) Financial Management
The Contractor shall maintain coordination with PHCD's finance office to ensure timely and accurate payments to landlords and timely correction of errors. The Contractor shall provide financial data on request to the finance office for audit purposes. The Contractor shall be responsible for all work related to determining the HAP payment for existing tenants and portability tenants. PHCD will retain responsibility for issuing payments electronically and printing and signing of checks.

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

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

14) Reporting

The Contractor shall prepare a monthly report due by the tenth (10th) day of the following month, for PHCD that includes the following:

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) Leasing Report: all units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
c) Management Report: significant Voucher Program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor and/or PHCD.
d) VMS Report on Case Management: most recently submitted; and
e) SEMAP Report: status for the following Indicators:
    - 2 - Rent Reasonableness
    - 3 - Determination of Adjusted Income,
    - 4 - Utility Allowance Schedule
    - 7 - Expanding Housing Opportunities
    - 9 - Annual Reexamination
    - 10 - Correct Tenant Rent
    - 11 - Pre-HAP Contract HQS

15) Fraud Investigations and Referrals

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

16) Litigation

The Contractor, in cooperation with the CAO shall review any new, current and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement

17) Information Requests

The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any aspect of the Voucher Program. The Contractor shall provide access to Voucher Program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

18) Representational Activities and PHCD Branding

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

19) Outgoing Plan
No later than 120 calendar days prior to the end of the Agreement, including any extensions or renewals, the Contractor shall prepare and submit to PHCD an Outgoing Plan addressing the following:

a) Transition of Voucher Program operations and debriefing;
b) Status and/or assessment of Voucher Program operations for each Contract requirement stated herein under ongoing period;
c) Transfer of data;
d) Accounting and financial reporting;
e) Inventory and return of PHCD applicant and landlord files.

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

F. Performance Standards

1) Full Performance

The Contractor shall be considered to have performed satisfactorily and shall be compensated as negotiated, based on the following criteria:

a) Timeliness
The Contractor must meet due dates and timelines, including those identified in the Scope of Services.

b) Quality
The Contractor must submit accurate, complete, and well written deliverables, including but not limited to, assessments, summaries, policy proposals, and plans.

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

d) PIH Information Center (PIC)
The Contractor must accurately report at least 95 percent of re-examinations or other minimum required by HUD for each month during the transitional and ongoing periods.

e) Customer Service and Complaint Processing
The Contractor must make first contact with high profile complainants/customers within three business days of receiving an inquiry or complaint for ninety-five (95%) of all customer service inquiries or complaints. Additionally, ninety-five percent (95%) of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

2) Less Than Full Performance

The Contractor shall be considered to have performed at less than a satisfactory level in specific areas, and the County may impose a penalty on the Contractor as specified below, based on the following criteria:

a) Timeliness
The County may impose a penalty of $1,000 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services.
b) Quality
The County may impose a penalty of $1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

c) PIH Information Center (PIC)
The County may impose a penalty of an amount equal to ten percent (10%) of the negotiated fees it receives if it fails to report at least ninety-five (95%) of all Reexaminations to PIC or other

minimum standard required by HUD for each month beginning in the Transition Period and forward.

d) Customer Service and Complaint Processing
The Coutny may impose a penalty of an amount equal to one percent (1%) of annual negotiated fees if it fails to make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for at least eighty percent (80%) of all customer service inquiries or complaints. The County may also impose a penalty of an additional amount equal to one percent (1%) of annual negotiated fees if they fail to provide accurate written responses to high profile written inquiries or complaints within 10 to 15 business days.

e) SEMAP
The County may impose a penalty of an amount equal to five percent (5%) of the negotiated fees the Contractor receives, if PHCD receives zero (0) points for SEMAP Indicator 9) Annual Reexaminations for the fiscal year end 2015 or any fiscal year end thereafter, during the contract period. Zero (0) points in any of these indicators may also result in the early termination of the contract. If early termination occurs, PHCD will impose a penalty of an amount equal to twenty-five (25%) of the negotiated fees from the Contractor's final payment.

f) Administrative Error
The County may impose a penalty for the direct cost of each administrative error due to the Contractor's calculation, or other errors made by Contractor, where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

4. PAYMENT SCHEDULE

The Contractor will be paid as stipulated in Article 9, Method and Times of Payment, of the Contract. The County reserves the right to negotiate the price annually, based on the funding received.

5 SECTION 3 (S-3) COMPLIANCE

The work to be performed under this Solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

Appendix B - 2
Price Schedule
CATEGORY 2 – CASE MANAGEMENT

A. Percentage of Administrative Fees

The Percentage shown below is the price (as a percentage of the administrative fees received by PHCD), for providing all services under the Case Management Category, as stated in Appendix A, Scope of Services, Section 3, and all other relevant information in Appendix A, for the term of the contract, including any renewal or extension periods.

Percentage of Administrative Fees	**50.5%**

B. Breakdown of Price by Year

The prices shown below represent the breakdown, by year, of Section "A" above for the term of the contract, including any renewal or extension periods.

Price By Year				
Year 1	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
$5,031,123	**$5,182,057**	**$5,337,519**	**$5,497,644**	**$5,762,530**

C. Breakdown of Price by Functions

The prices shown below represent the breakdown, by function, of Section "A" above for the term of the Contract, including any renewal or extension periods. These functions only apply to the Case Management Category.

Price by Function					
Function	**Year 1**	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
Direct Labor	$2,258,100	$2,325,843	$2,395,619	$2,467,487	$2,541,511
ODC	$1,029,990	$1,060,890	$1,092,717	$1,125,498	$1,159,263
Allocations for on-site program support	$792,444	$816,218	$840,704	$865,925	$891,903
General and Administrative Expenses	$493,214	$508,010	$523,250	$538,948	$555,116
Profit	$457,375	$471,096	$485,229	$499,786	$614,737
Grand Total	**$5,031,123**	**$5,182,057**	**$5,337,519**	**$5,497,644**	**$5,762,530**

Notes:

1. The Contractor's price in Section A shall remain firm and fixed for the term of the contract, including any renewal or extension periods.
2. Any amounts stated are subject to funding, at the County's sole discretion, and contingent upon federal grant allotment to the County.
3. The County reserves the right to negotiate the price annually, based on the funding received.
4. Notwithstanding the above, the price for the option-to-renew years will be negotiated at the County's sole discretion. Any extensions, pursuant to Article 5 of the Contract, will be at the then current term's prices.
5. Prices include all out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, as they shall not be reimbursed separately by the County.
6. The Contractor's Contract Manager/Point of Contact, and key personnel identified in the Contractor's proposal, shall be the same personnel or equivalent, which will be performing the services as needed.

Section 8 Housing Choice Voucher Program
Oversight and Management Services

Contract No. RFQ878c
CATEGORY 3 – INSPECTIONS

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between CVR Associates, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2309 S. MacDill Avenue, Suite 200, Tampa, Florida 33629 (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 oversight and management to the Section 8 Housing Choice Voucher Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 878 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 August 20, 2013, 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 oversight and 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 "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 878 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean CVR Associates, Inc., and its permitted successors and assigns.

e) The word "County" to mean Miami-Dade County.

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

g) 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.

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

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

j) The word "HUD" to mean United States Department of Housing and Urban Development.

k) The word "PHCD" to mean Miami-Dade Public Housing and Community Development

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

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

n) 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.

o) The word "Voucher Program" to mean Miami-Dade County's Section 8 Housing Choice Voucher Program.

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

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) Appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 878 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor

shall perform the same as though they were specifically mentioned, described and delineated.

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

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of the Contract, and shall continue through the last day of the 24th month. The County, at its sole discretion, will review the effectiveness of the contract after the first year, to determine whether to continue the services for the remaining 12 months of the initial term. The County, at its sole discretion, also reserves the right to exercise the option-to-renew this Contract for three additional years on a year-to-year basis. The Contractor may, by written notice to the County no later than 180 days prior to the expiration of the then current term, submit a request to renew the Agreement for the option-to-renew period. The County will respond to the request no later than 60 days prior to the expiration of the then current term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the PHCD Contract Administrator:

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Executive Director
Phone: (786) 469-4106

and,

b) to the Contract Manager:

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

(2) To the Contractor

CVR Associates, Inc.
2309 S. MacDill Avenue, Suite 200
Tampa, Florida 33629
Attention: Fradique A. Rocha, Co-Chief Executive Officer
Phone: (813) 223-3100
Fax: (813) 228-7713
E-mail: cvr@cvrassociates.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 as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be in accordance with Appendix B, Price Schedule, 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. In the event the County elects to exercise the option-to-renew period, the pricing in Appendix B shall prevail. The County, at its sole discretion, may negotiate Contractor's prices, anytime during the contract term, including any option-to-renew periods, or extension thereafter. Notwithstanding anything herein, the County will provide the Contractor 60–day notice, of the County's intent to exercise the option-to-renew the contract, as set forth in Article 5 of this Agreement.

Should County funding be reduced for the program, the amount payable under this Contract may be proportionately reduced at the sole option of the County. The County shall have no

obligation to pay the Contractor any additional sum in excess of the amount negotiated, except for a change and/or modification to the Contract, which is mutually agreed upon in writing.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month. Compensation will be paid in monthly increments of the amount equal to the Annual Rate based on the prior year administrative fee received from HUD, divided by twelve (12), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. In the instance where the administrative fees received by the County for the administration of the Voucher Program exceeds the Annual Rate, based on the prior year administrative fee received from HUD, the compensation to the Contractor shall be adjusted accordingly. Such adjustments will be determined and paid within thirty (30) days from the date the County receives the funding from HUD, which will result in an adjustment of the payment to the Contractor. Prior to the commencement of each calendar year, the County will review the funding received and adjust payment to the Contractor, after negotiations with the Contractor, if applicable. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Accounts Payable

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

ARTICLE 10. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

1) Definitions. As used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) 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.

(i) Selling activities by independent sales representatives.

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

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

(ii) Technical discussions and other activities regarding the application or adaptation of

the person's products or services for an agency's use.

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

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

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

ARTICLE 11. INDEMNIFICATION AND INSURANCE

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

Notwithstanding the foregoing, the Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. However, after the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

The County shall indemnify and hold harmless the Contractor, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement by the County or the County's officers, employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Contractor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of

Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in the amount of $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less **than "B" as** to management, and no less than **"Class V" as** to financial strength 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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 ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 12. MANNER OF PERFORMANCE

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

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

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) 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 13. EMPLOYEES 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. The County may require input in the hiring of mid-level to upper-level management employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. 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 16. 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 17. AUTHORITY OF THE COUNTY/PHCD'S CONTRACT ADMINISTRATOR

a) The Contractor hereby acknowledges that the County's Contract Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's 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 comply with every order of the Contract Administrator, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Administrator's determination or order. Where orders are given orally, they will be issued in writing by the Contract Administrator as soon thereafter as is practicable.

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

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

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 18. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices 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

The County, HUD, the Comptroller General of the United States or their duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 21. INSPECTION AND ACCEPTANCE

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

b) The Contractor shall make any required corrections promptly at no additional charge and

return a revised copy of the deliverable to the County within 7 days notification or later date if extended by the County.

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

ARTICLE 22. 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 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

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

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

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

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

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

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

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

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

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

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

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

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

Americans.

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

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

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

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

ARTICLE 25. LIENS

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

ARTICLE 26. 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 27. 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 28. TERMINATION 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.

d) 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.

e) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable 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

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

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

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

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

ARTICLE 29. EVENT OF DEFAULT

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

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

ii. the Contractor has refused or failed 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 timeframe 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 the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

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

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

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

ARTICLE 30. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 31. 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 re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 32. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

ARTICLE 33. 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 34. 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 acknowledges 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 Contractor 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 35. 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 with 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 36. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 37. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision 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, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 38. 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) Copeland "Anti-Kickback" Act, 18 USC § 874, as supplemented by Department of Labor regulations, 29 CFR part 3.

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

f) Violence Against Women Act, 42 USC Chapter 136, Subchapter III

g) United States Housing Act of 1937, as amended, 24 CFR part 5, 24 C.F.R. part 982, 24 CFR part 985, and all other applicable regulations.

h) 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 without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, veteran status or source of income.. 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

k) 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.

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

m) Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all other applicable Miami-Dade County ordinances and other related regulations

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all

applicable rules and orders of HUD issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

f) 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.

g) The Contract Manager, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by now is the time the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contract Manager or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The County or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

ARTICLE 40. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
By entering into this Contract, 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 41. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

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

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

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

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

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

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

ARTICLE 42. 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 43. 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 44. 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. Venue shall be Miami-Dade County.

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM (If Applicable)

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 46. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and in this Article 46 of this Agreement, the County shall avail itself of the remedies set forth in Articles 28 through 31 of this Agreement.

ARTICLE 47. 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: Fradique A. Rocha	Name: Carlos A. Gimenez
Title: Co-CEO	Title: Mayor
Date: February 27, 2014	Date:
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	Assistant County Attorney

DANETTE B. CARROLL
Notary Public - State of Florida
My Comm. Expires Aug 26, 2017
Commission # FF 46809

Appendix A
Scope of Services
CATEGORY 3 – INSPECTIONS

1. HISTORY AND BACKGROUND

Public Housing and Community Development (PHCD) is a department of Miami-Dade County (the County), and is overseen by the County Mayor and the Miami-Dade Board of County Commissioners. The County is a public housing authority as defined in the United States Housing Act of 1937 (42 USC § 1437 et seq., as amended). PHCD operates a large Low Rent Public Housing Program, and a large Section 8 Housing Choice Voucher Program. On October 18, 2007, the County and HUD entered into a Settlement Agreement, by which HUD took temporary possession of PHCD. Pursuant to the Settlement Agreement, on December 29, 2008, the County outsourced PHCD's Section 8 Housing Choice Voucher Program (Voucher Program) through a competitive Request for Proposals process. The Project Based Voucher Program and the Veteran's Affairs Supportive Housing, both a part of the Voucher Program) will be administered internally by PHCD. The current PHCD Section 8 Administrative Plan does not include a work requirement for program participants.

2. STRUCTURE OF THE VOUCHER PROGRAM

The Scope of Services for the Voucher Program is divided into four separate categories (Intake, Case M anagement, Inspections and Family Self Sufficiency). The responsibilities for each of the Categories are as follows:

1) **Category 1: Intake:** Includes responsibility for all waiting list, eligibility, and new admission activity for the Section 8 Housing Choice Voucher Program.
2) **Category 2: Case Management:** Encompasses all ongoing tenant services related to annual examinations, interim examinations, changes of dwellings, portability, and termination actions.
3) **Category 3: Inspections:** Covers all inspections activity, annual inspections, complaint inspections, Quality Control Inspections, and Initial inspections for tenants who change dwellings.
4) **Category 4: Family Self-Sufficiency**: Ties together all the services for the Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program.

The County has awarded four contracts, one for each of the four categories listed above. **This contract is for Category 3, Inspections.** The County will issue a Notice to Proceed (NTP), after the Contractor has met all the requirements (i.e., insurance, vendor registration, etc.). The Contractor shall commence work upon issuance of a NTP by the County. The Contractor shall follow the specific requirements of the contracts awarded, the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program, and litigation related to the Voucher Program. The Contractor will have a preliminary period for the specific Category awarded, for transitioning, conducting preparatory activities, including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described herein, to assume day-to-day operations. Preliminary periods for all Categories, will be determined by the PHCD. Refer to the applicable Sections for Preliminary and Transitional Activities

Throughout the term of the Contract, PHCD shall provide enhanced oversight, lend reasonable support and guidance to the Contractor, as needed and review and evaluate the Contractor's performance. The Contractor's accomplishment of all functions shall be measured by stated performance standards. Refer to applicable Sections for Performance Standards.

3. VOUCHER PROGRAM CATEGORY No. 3 – INSPECTIONS

A. Overview

The Inspections Category is responsible for ensuring that tenants remain in decent, safe and sanitary housing in accordance with 24 CFR part 982 Subpart I. Each unit must meet basic Housing Quality Standards (HQS) before assistance can be paid for a new unit and at least annually for all tenants throughout the term of assisted tenancy. The Contractor is required to conduct three types of inspections: a) initial , b) annual, and c) special inspections, including complaint and quality control inspections. Inspections result in pass, fail, or inconclusive reports. Pass inspections require no further action. Fail or inconclusive inspections require follow-up re-inspections or verification to confirm the correction of the HQS infractions.

B. Scope of Services

The Contractor for the Inspections Category shall:

1) Manage and oversee all operations and areas of the PHCD Housing Choice Voucher Program related to the Initial, Annual, Complaint, and Compliance HQS Inspections including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Voucher Program.

2) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.

3) Follow the specific requirements of its contract with the County, the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program and litigation related to the Voucher Program.

4) Have a preliminary period for conducting preparatory activities including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described in this Scope of Services, to assume day-to-day operations.

5) The Contractor's accomplishment of these functions required by any agreement issued as a result of this solicitation shall be measured by stated performance standards (see Section F).

C. Preliminary Period Activities

The Contractor for the Inspections Category shall have a preliminary period to undertake planning and organizational activities, prior to assuming responsibility for operations of on-going case management. Once assuming responsibilities, the Contractor shall have a transitional period to conduct transitional activities. During the preliminary period, the Contractor shall, at a minimum, complete the following preliminary activities, and shall take any other actions necessary to begin activities on the transition period start date. All required plans submitted during the preliminary period shall be subject to review and approval by PHCD.

1) Post-Award Orientation
Within seven (7) calendar days of the Notice to Proceed (NTP), the Contractor shall attend an orientation and planning meeting with PHCD at a time and location to be determined by PHCD's Contract Administrator. PHCD will assign a Contract Administrator to be the Contractor's primary point of contact with PHCD.

2) Project Management
Within seven (7) calendar days of the NTP, the Contractor shall assign a Project Manager as the primary contact with PHCD. The Contractor shall provide sufficient management to ensure that tasks performed are provided efficiently, accurately, and timely as described herein.

3) Transition Plan and Schedule
Within 15 calendar days of the NTP, the Contractor shall submit a transition plan and schedule to PHCD, as specified below, describing how the Contractor plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The Transition Plan and Schedule must be approved, and commenced at the beginning of the Transition Period. PHCD will review the plan and schedule, and make comments and recommendations to the Contractor, within 7 days of receipt.

4) Hiring and Training of Staff
The Contractor shall take necessary actions to hire and train staff needed to operate the services under the Inspections Category of the Voucher Program. Hiring plans shall include information detailing how the Contractor intends to provide outreach to PHCD Program residents/participants in

accordance with the Housing Act of 1968 as amended (12 USC § 1701u), and all applicable regulations.

5) Office Space
On the first day of the transitional period, the Contractor shall have full responsibility for ensuring the Contractor has adequate office space to operate the services under the Inspections Category of the Voucher Program. The Contractor shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants, the Contractor shall choose a location centrally located in Miami-Dade County. The Contractor shall ensure that all Voucher Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws regulations PIH Notices, and executive orders.

Note: PHCD will not be able to offer any office space to the Contractor to operate these services. Contractor shall ensure that there is at least one office space for the use of PHCD Contract Administrator and/or staff.

6) Equipment and Software
The Contractor shall be responsible for obtaining all equipment necessary to provide the contracted services. The Contractor must use PHCDs existing system, Emphasys Elite, version 1.9.3 MR 1, and subsequent upgrades, as determined by the County. The Emphasys Elite modules purchased by PHCD, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The Contractor shall use the Emphasys Elite software to process all new tenants and landlords. PHCD also uses supplemental products such as Web App, Executive Portal, and Landlord Portal with Emphasys Elite. All necessary equipment should be operational by the beginning of the Transitional Period.

PHCD shall assist the Contractor in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The Contractor will be required to contract with Emphasys for program materials and staff training. The Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The Contractor shall ensure that all work is performed in the elite system, and data entry in real-time.

All electronic files and records, pertaining to Inspections of the Voucher Program will be made available to the Contractor.

7) Systems Access
The Contractor shall take necessary actions to coordinate with PHCD to gain access through a web interface or remote connectivity to utilize the Emphasys Elite software program by the beginning of the Transitional Period. PHCD will provide support for accessing the Emphasys Elite software. The Contractor shall also take necessary actions to gain access with PHCD's assistance to HUD secure systems, including but not limited to, the Enterprise Income Verification (EIV) system and the PIH Information Center (PIC).

The Contractor agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The Contractor shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence, and take reasonable precautions against unauthorized disclosure to any third party. The Contractor shall advise each of the Contractor's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

8) Quality Control
The Contractor shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Inspections Category of the Voucher Program in accordance with 24 CFR part 982 and 24 CFR part 985. The Contractor shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections D.3 and E.2, in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring for timeliness of inspections, notification of appointments to landlords and tenants, notification of results of the inspection to landlords and tenants, accuracy of inspections, quality control inspections, compliance inspections, compliant inspections, emergency inspections, and abatements. The Contractor agrees to conduct Quality Control Inspections on atleast five percent (5%) of occupied units. The Contractor shall provide the plan to PHCD by the Transition Date.

9) Housing Quality Standards (HQS) Inspections
The Contractor shall assess PHCD's current HQS policy and procedures for Initial, Annual and Complaint Inspections, propose any policy or procedural modifications to PHCD, and develop an internal control plan as part of PHCD's Section 8 Administrative Plan in accordance with 24 CFR part 982 Subpart I and 24 CFR part 985. PHCD's current HQS policy does not formally contain any additional standards outside of the HQS standards found in the federal regulations promulgated by HUD. The Contractor shall provide a written summary of its assessment, proposed policy and procedural modifications, and plan to PHCD by the first day of the Transitional Period.

10) Program Files
The Contractor shall develop a plan for transitioning Voucher inspection files from PHCD and/or Quadel to the Contractor and preserving and carrying forward original source documents related to the initial inspection for the current unit including HUD Form 52580. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the Privacy Act and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and storage system that meets the requirements above. PHCD will not be performing an audit of program files for damaged or missing documentation before it is transferred. PHCD does not guarantee that files transferred will be complete and accurate. Within 30 days of the Notice to Proceed date, the Contractor shall provide the plan to PHCD. The Contractor shall provide a report of existing errors in the files received within 90 days after the start of the Transitional Period.

11) Administrative Plan / PHA Plan
The Contractor shall review the related areas of the Section 8 Administrative Plan and PHCD's Annual/Five-Year PHA Plan as it relates to the Inspection Category of the Voucher Program and propose any policy or procedural modifications to PHCD. The current PHCD Section 8 Administrative Plan can be found at http://www.miamidade.gov/housing/policies-and-plans.asp. The Contractor shall provide a written summary of its assessment and proposed modifications to PHCD by the Transition Date. The Contractor shall operate under PHCD's existing Administrative Plan and Five-Year PHA Plan until PHCD meets all requirements for approval of any modifications to the existing plan.

12) Landlord Relations for Inspections
The Contractor shall develop a plan for landlord relations with landlords entering into new contracts with the applicants, including but not limited to ensuring, timely scheduling and conducting of HQS inspections, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Program rules, landlord rights and obligations. The Contractor shall provide the plan to PHCD by the Transition Date.

13) Customer Service and Complaints Processing for Inspections
The Contractor shall establish a customer service plan that includes a process for the timely handling of applicant and landlord calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines. This plan should incorporate goals of addressing high profile complaints (complaints forwarded by PHCD or other governmental agencies) within 3 business days for phone inquiries as documented in Elite progress notes and within 10 to 15 business days for written inquiries. The Contractor shall provide the plan to the PHCD by the Transition Date.

14) Litigation
The Contractor, in cooperation with the Miami-Dade County Attorney's Office (CAO), shall review any new, current, and pending litigation, and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the transition date, the Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement.

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

D. Transitional Activities

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

1) Transition Plan and Schedule
The Contractor shall conduct activities in accordance with the transitional plan and schedule, approved by the PHCD during the preliminary period. Should the Contractor be required to make any changes to the transitional plan and schedule, it shall submit its revisions to PHCD for approval within five (5) business days of notification. The Contractor shall remain responsible for completing the services in a timely manner regardless of changes made to the Plan.

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

3) Regulatory Compliance
During the transitional period, the Contractor shall take necessary actions to ensure that the Voucher Program is compliant with the requirements of any Agreement issued as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements, resulting from litigation related to the Voucher Program. Specific areas of compliance include but are not limited to:

a. Annual Housing Quality Standards Inspections
b. Initial Housing Quality Standards inspections for New Admissions and Change of Dwellings
c. Program enforcement including placement and removal of abatements

d. Participation in Informal Reviews and Appeals as requested
e. Any other related Program requirements not listed above

4) Quality Control
On the first day of the transitional period ("Transition Date"), the Contractor shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Program functions. The Contractor shall track all functions of the Program and all elements of the Agreement as a result of this Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section D.3, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. If during the transitional period the Contractor uncovers additional quality control issues or program errors, the Contractor shall be responsible for taking necessary actions to correct all errors.

5) Housing Quality Standards (HQS) Inspections
The Contractor shall conduct HQS functions for applicants and tenants in compliance with its HQS internal control plan developed during the preliminary period as well as with federal regulations and policies and procedures adopted by PHCD as part of its Administrative Plan and in accordance with 24 CFR part 982 Subpart I and 24 CFR part 985. All new units must meet HQS prior to lease-up and new admissions.

6) Program Files
The Contractor shall implement the PHCD-approved plan for transitioning Tenant and Landlord Inspection files and documents from PHCD and Quadel to the Contractor.

7) PIC Reporting
The Contractor shall ensure that all inspection information, that must be reported to the PIH Information Center (PIC) is properly and accurately recorded, in a timely manner, in the County's system of record.

8) SEMAP and Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 5) HQS Quality Control Inspections, 6) HQS Enforcement, and 12) Annual HQS Inspection in accordance with 24 CFR part 985. Provided however, that for Indicator 6) HQS Enforcement, the Contractor shall only be responsible for re-inspections as well as lifting and placing of abatements, and shall not be responsible for enforcement of violations of family obligations or HAP contract terminations. During the transitional period, the Contractor shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Contractor shall not be held responsible for the result of the SEMAP score until FY 2015.

9) Landlord Relations
The Contractor, in cooperation with PHCD, shall implement the landlord relations plan developed during the preliminary period.

10) Customer Service and Complaints Processing
The Contractor shall implement the PHCD approved customer service plan developed during the preliminary period.

11) Information Dissemination
The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Voucher Program, as necessary. The issuance of this information is subject to PHCD's review and approval.

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

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

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

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) Management Report:significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor and/or PHCD.
c) SEMAP Report: status for the following Indicators:
    - 5 – HQS Control Inspections
    - 6 – HQS Enforcement (as it relates to re-inspections, and the lifting and placing of abatements, and not the enforcement of violations of family obligations or HAP contract terminations)
    - 12 – Annual HQS Inspection

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

16) Litigation and Program Counsel
The Contractor, in cooperation with the CAO, shall review any new, current, and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. After the Transition date, the Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

17) Information Requests
The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any Inspections related aspect of the Voucher Program. The Contractor shall provide access to program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

18) Representational Activities and PHCD Branding
The Contractor shall attend and represent PHCD in meetings and presentations directly related to the Inspection area of the Voucher Program. To the extent possible, the Contractor shall ensure

that customers and the general public recognize that the Voucher Program is part of PHCD, and that the Contractor and its subcontractors appear and identify themselves as PHCD's contractors of the Voucher Program. The Contractor shall include PHCD's name and logo on any and all printed materials and shall get PHCD's approval of the materials prior to their distribution.

E. Ongoing Activities and Functions

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

2) Regulatory Compliance
The Contractor shall ensure the Voucher Program is compliant with the requirements of this Agreement as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program. Specific areas of compliance related to Intake include but are not limited to:

a. Annual Housing Quality Standards Inspections
b. Initial Housing Quality Standards inspections for New Admissions and Change of Dwellings
c. Program enforcement including placement and removal of abatements
d. Participation in Informal Reviews and Appeals as requested
e. Any other related Program requirements not listed above

3) Quality Control
The Contractor shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The Contractor shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section E.2, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Housing Quality Standards (HQS)
The Contractor shall conduct HQS functions for applicants in compliance with its HQS internal control plan developed during the preliminary period as well as with federal regulations and policies and procedures adopted by PHCD as part of its Administrative Plan.

5) PIC Reporting
The Contractor shall ensure that all inspection information, that must be reported to the PIH Information Center (PIC) is properly and accurately recorded, in a timely manner, in the County's system of record.

6) SEMAP and Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 5) HQS Quality Control Inspections, 6) HQS Enforcement, and 12) Annual HQS Inspection in accordance with 24 CFR part 985. Provided however, that for Indicator 6) HQS Enforcement, the Contractor shall only be responsible for re-inspections as well as lifting and placing of abatements, and shall not be responsible for enforcement of violations of family obligations or HAP contract terminations. During the transitional period, the Contractor shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Contractor shall not be held responsible for the result of the SEMAP score until FY 2015.

7) Program Files
The Contractor shall maintain Program files in accordance with the plan approved by PHCD and

applicable laws, regulations, and policies.

8) Landlord Relations
The Contractor shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely scheduling and conducting of HQS inspections, communications and complaints processing, and education on HQS guidelines.

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

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

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

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

13) Reporting
The Contractor shall prepare a monthly report due by the tenth (10^{th}) day of the following month, for PHCD that includes the following:

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) Management Report:significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Contractor and/or PHCD.
c) SEMAP Report: status for the following Indicators:
   - 5 – HQS Quality Control Inspections
   - 6 – HQS Enforcement (as it relates to re-inspections, and the lifting and placing of abatements, and not the enforcement of violations of family obligations or HAP contract terminations)
   - 12 – Annual HQS Inspection

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

15) Litigation

The Contractor, in cooperation with the CAO shall review any new, current and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. After the Transition Date, the Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement.

16) Information Requests

The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any aspect of the Voucher Program. The Contractor shall provide access to program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

17) Representational Activities and PHCD Branding

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

18) Outgoing Plan

No later than 120 calendar days prior to the end of the Agreement, including any extensions or renewals, the Contractor shall prepare and submit to PHCD an Outgoing Plan addressing the following:

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

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

F. Performance Standards

1) Full Performance

The Contractor shall be considered to have performed satisfactorily and shall be compensated as negotiated, based on the following criteria:

a) Timeliness

The Contractor must meet due dates and timelines.

b) Quality

The Contractor must submit accurate, complete, and well written deliverables, including but not limited to, assessments, summaries, policy proposals, and plans.

c) Transition Plan and Schedule

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

d) Customer Service and Complaint Processing
The Contractor must make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for 95% of all customer service inquiries or complaints. Additionally, ninety-five percent of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

2) Less Than Full Performance

The Contractor shall be considered to have performed at less than a satisfactory level in specific areas and the County may impose a penalty on the Contractor, as specified below based on the following criteria:

a) Timeliness
The County may impose a penalty of $1,000 for each deadline imposed by the Contract the Contractor fails to meet, including those identified in the Scope of Services, Tasks, Deliverables, and Reports.

b) Quality
The County may impose a penalty of $1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

c) PIH Information Center (PIC)
The County may impose a penalty of an an amount equal to ten percent (10%) of the negotiated fees the Contractor receives if the Contractor fails to report at least ninety-five (95%) of Annual HQS Inspecitions Only certifications to PIC or other minimum standard required by HUD for each month beginning in the Transition Period and forward.

d) Customer Service and Complaint Processing
The County may impose a penalty of an amount equal to one percent (1%) of annual negotiated fees if the Contractor fails to make first contact with high profile complainants/customers within three (3) business days of receiving an inquiry or complaint for at least eighty percent (80%) of all customer service inquiries or complaints. The County may also impose a penalty of an additional amount equal to one percent (1%) of annual negotiated fees if the Contractor fail to provide accurate written responses to high profile written inquiries or complaints within 10 to 15 business days.

e) SEMAP
The County may impose a penalty of an amount equal to five percent (5%) of the negotiated fees the Contractor receives, if PHCD receives zero (0) points for SEMAP Indicators 5) HQS Quality Control Inspections, 6) HQS Enforcement, and 12) Annual HQS Inspections for the fiscal year end 2015, or any fiscal year end thereafter during the contract period. Zero (0) points in any of these indicators may also result in the early termination of the contract. If early termination occurs, PHCD will impose a penalty of an amount equal to twenty-five percent (25%) of the negotiated fees from the Contractor's final payment.

f) Administrative Error
The County may impose a penalty for the direct cost of each administrative error due to Contractor calculation or other errors made by Contractor where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

4. PAYMENT SCHEDULE

The Contractor will be paid as stipulated in Article 9, Method and Times of Payment, of the Contract. The County reserves the right to negotiate the price annually, based on the funding received.

5 SECTION 3 (S-3) COMPLIANCE

The work to be performed under this Solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

Appendix B - 3

Price Schedule
CATEGORY 3 – INSPECTIONS

A. Percentage of Administrative Fees

The Percentage shown below is the price (as a percentage of the administrative fees received by PHCD), for providing all services under the Inspections Category, as stated in Appendix A, Scope of Services, Section 3, and all other relevant information in Appendix A, for the term of the contract, including any extensions or renewal periods.

Percentage of Administrative Fees	**13.5%**

B. Breakdown of Price by Year

The prices shown below represent the breakdown, by year, of Section "A" above for the term of the contract, including any extension or renewal periods.

Price By Year				
Year 1	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
$1,345,067	**$1,358,518**	**$1,372,103**	**$1,385,824**	**$1,399,682**

C. Breakdown of Price by Functions

The prices shown below represent the breakdown, by function, of Section "A" above for the term of the Contract, including any extension or renewal periods. These functions only apply to the Inspections Category.

Price by Function					
Function	**Year 1**	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
Program Management	$133,508	$134,843	$136,191	$137,553	$138,929
Call Center & Scheduling	$155,982	$157,542	$159,118	$160,709	$162,316
Field Inspections	$586,243	$592,105	$598,026	$604,007	$610,047
IT Support	$35,750	$36,108	$36,469	$36,833	$37,202
Operations Support	$92,979	$93,909	$94,848	$95,796	$96,754
Subtotal	$1,004,462	$1,014,506	$1,024,652	$1,034,898	$1,045,247
Other Direct Costs	$240,883	$243,292	$245,725	$248,182	$250,664
Total	$1,245,345	$1,257,798	$1,270,376	$1,283,080	$129,5911
G & A (6%)	$74,722	$75,469	$76,224	$76,986	$77,756
Profit 2%	$25,000	$25,250	$25,503	$25,758	$26,015
Grand Total	**$1,345,067**	**$1,358,518**	**$1,372,103**	**$1,385,824**	**$1,399,682**

Notes:

1. The Contractor's price in Section A shall remain firm and fixed for the term of the contract, including any extension or renewal periods.
2. Any amounts stated are subject to funding, at the County's sole discretion, and contingent upon federal grant allotment to the County.
3. The County reserves the right to negotiate the price annually, based on the funding received.
4. Notwithstanding the above, the price for the option-to-renew years may be negotiated at the County's sole discretion. Any extensions, pursuant to Article 5 of the Contract, will be at the then current term's prices.
5. Prices include all out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, as they shall not be reimbursed separately by the County.
6. The Contractor's Contract Manager/Point of Contact, and key personnel identified in the Contractor's proposal, shall be the same personnel who will be performing the services as needed.

Section 8 Housing Choice Voucher Program
Oversight and Management Services

Contract No. RFQ878d
Category 4 – Family Self-Sufficiency Program

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Nan McKay & Associates, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 1855 Gillespie Way, El Cajon, CA 92020 (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 oversight and management to the Section 8 Housing Choice Voucher Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 878 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 August 19, 2013, 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 oversight and 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 "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 878 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Nan McKay & Associates, Inc., and its permitted successors and assigns.

e) The word "County" to mean Miami-Dade County.

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

g) 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.

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

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

j) The word "HUD" to mean United States Department of Housing and Urban Development.

k) The word "PHCD" to mean Miami-Dade Public Housing and Community Development

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

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

n) 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.

o) The word "Voucher Program" to mean Miami-Dade County's Section 8 Housing Choice Voucher Program.

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

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) Appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 878 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor

shall perform the same as though they were specifically mentioned, described and delineated.

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

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of the Contract, and shall continue through the last day of the 24th month. The County, at its sole discretion, will review the effectiveness of the contract after the first year, to determine whether to continue the services for the remaining 12 months of the initial term. The County, at its sole discretion, also reserves the right to exercise the option-to-renew this Contract for three additional years on a year-to-year basis. The Contractor may, by written notice to the County no later than 180 days prior to the expiration of the then current term, submit a request to renew the Agreement for the option-to-renew period. The County will respond to the request no later than 60 days prior to the expiration of the then current term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the PHCD Contract Administrator:

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Executive Director
Phone: (786) 469-4106

and,

b) to the Contract Manager:

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

(2) To the Contractor

Nan McKay & Associates, Inc.
1855 Gillespie Way
El Cajon, CA 92020
Attention: Carrol Vaughan, Vice President, Professional Services
Phone: (619) 956-5867
Fax: (619) 956-5867
E-mail: cvaughan@nanmckay.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 as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be in accordance with Appendix B, Price Schedule, for the term of the Contract, including any extension or renewal periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. In the event the County elects to exercise the option-to-renew period, the pricing in Appendix B shall prevail. The County, at its sole discretion, may negotiate Contractor's prices, anytime during the contract term, including any extensions or option-to-renew periods, thereafter. Notwithstanding anything herein, the County will provide the Contractor 60-day notice, of the County's intent to exercise the option-to-renew the contract, as set forth in Article 5 of this Agreement.

Should County funding be reduced for the program, the amount payable under this Contract may be proportionately reduced at the sole option of the County. The County shall have no obligation to pay the Contractor any additional sum in excess of the amount negotiated, except

for a change and/or modification to the Contract, which is mutually agreed upon in writing.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month. Compensation will be paid in monthly increments of the amount equal to the Annual Rate, based on the prior year administrative fee received from HUD, divided by twelve (12), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. In the instance where the administrative fees received by the County for the administration of the Voucher Program exceeds the Annual Rate, based on the prior year administrative fee received from HUD, the compensation to the Contractor shall be adjusted accordingly. Such adjustments will be determined and paid within thirty (30) days from the date the County receives the funding from HUD, which will result in an adjustment of the payment to the Contractor. Prior to the commencement of each calendar year, the County will review the funding received and adjust payment to the Contractor, after negotiations with the Contractor, if applicable. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914
Attention: Accounts Payable

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

ARTICLE 10. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

1) Definitions. As used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) 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.

(i) Selling activities by independent sales representatives.

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

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

(ii) Technical discussions and other activities regarding the application or adaptation of

the person's products or services for an agency's use.

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

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

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

ARTICLE 11. INDEMNIFICATION AND INSURANCE

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

Notwithstanding the foregoing, the Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. However, after the Transition Date, the Contractor shall be solely responsible for any actions, claims, and/or litigation resulting from the Contractor's administration of the Voucher Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

The County shall indemnify and hold harmless the Contractor, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement by the County or the County's officers, employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Contractor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of

Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals or subcontractors.

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

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

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in the amount of $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less **than "B" as** to management, and no less than **"Class V" as** to financial strength 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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 ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 12. MANNER OF PERFORMANCE

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

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

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) 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 13. EMPLOYEES 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. The County may require input in the hiring of mid-level to upper-level management employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. 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 16. 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 17. AUTHORITY OF THE COUNTY/PHCD'S CONTRACT ADMINISTRATOR

a) The Contractor hereby acknowledges that the County's Contract Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's 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 comply with every order of the Contract Administrator, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Administrator's determination or order. Where orders are given orally, they will be issued in writing by the Contract Administrator as soon thereafter as is practicable.

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

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

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 18. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices 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

The County, HUD, the Comptroller General of the United States or their duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 21. INSPECTION AND ACCEPTANCE

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

b) The Contractor shall make any required corrections promptly at no additional charge and

return a revised copy of the deliverable to the County within 7 days notification or later date if extended by the County.

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

ARTICLE 22. 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 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

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

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

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

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

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the

County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 25. LIENS

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

ARTICLE 26. 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 27. 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 28. TERMINATION 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.

d) 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.

e) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable 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

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

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

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

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

ARTICLE 29. EVENT OF DEFAULT

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

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

ii. the Contractor has refused or failed 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 timeframe 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 the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

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

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

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

ARTICLE 30. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 31. 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 re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 32. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

ARTICLE 33. 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 34. 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 acknowledges 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 Contractor 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 35. 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 with 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 36. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 37. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision 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, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 38. 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) Copeland "Anti-Kickback" Act, 18 USC § 874, as supplemented by Department of Labor regulations, 29 CFR part 3.

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

f) Violence Against Women Act, 42 USC Chapter 136, Subchapter III

g) United States Housing Act of 1937, as amended, 24 CFR part 5, 24 C.F.R. part 982, 24 CFR part 985, and all other applicable regulations.

h) 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 without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, veteran status or source of income.. 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

k) 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.

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

m) Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all other applicable Miami-Dade County ordinances and other related regulations

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

f) The Contract Manager, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by now is the time the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contract Manager or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The County or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

ARTICLE 40. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
By entering into this Contract, 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 41. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

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

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

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

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

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

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

ARTICLE 42. 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 43. 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 44. 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. Venue shall be Miami-Dade County.

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 46. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and in this Article 46 of this Agreement, the County shall avail itself of the remedies set forth in Articles 28 through 31 of this Agreement.

ARTICLE 47. 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: Dorian Jenkins	Name: Carlos A. Gimenez
Title: VP Program Mgmt	Title: Mayor
Date: 2-24-14	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

Feb 24-14

"OFFICIAL SEAL"
S. SHAH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/2015

Appendix A
Scope of Services
CATEGORY 4 – FAMILY SELF-SUFFICENCY PROGRAM

1. HISTORY AND BACKGROUND

Public Housing and Community Development (PHCD) is a department of Miami-Dade County (the County), and is overseen by the County Mayor and the Miami-Dade Board of County Commissioners. The County is a public housing authority as defined in the United States Housing Act of 1937 (42 USC § 1437 et seq., as amended). PHCD operates a large Low Rent Public Housing Program, and a large Section 8 Housing Choice Voucher Program. On October 18, 2007, the County and HUD entered into a Settlement Agreement, by which HUD took temporary possession of PHCD. Pursuant to the Settlement Agreement, on December 29, 2008, the County outsourced PHCD's Section 8 Housing Choice Voucher Program (Voucher Program) through a competitive Request for Proposals process. The Project Based Voucher Program and the Veteran's Affairs Supportive Housing, both a part of the Voucher Program) will be administered internally by PHCD. The current PHCD Section 8 Administrative Plan does not include a work requirement for program participants.

2. STRUCTURE OF THE PROGRAM

The Scope of Services for the Voucher Program is divided into four separate categories (Intake, Case Management, Inspections and Family Self Sufficiency). The responsibilities for each of the Categories are as follows:

1) **Category 1: Intake:** Includes responsibility for all waiting list, eligibility, and new admission activity for the Section 8 Housing Choice Voucher Program.
2) **Category 2: Case Management:** Encompasses all ongoing tenant services related to annual examinations, interim examinations, changes of dwellings, portability, and termination actions.
3) **Category 3: Inspections:** Covers all inspections activity including initial inspections, annual inspections, complaint inspections, Quality Control Inspections, and Initial inspections for tenants who change dwellings.
4) **Category 4: Family Self-Sufficiency**: Ties together all the services for the Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program.

The County has awarded four contracts, one for each of the four categories listed above. **This contract is for Category 4, Family Self-Sufficiency Program.** The County will issue a Notice to Proceed (NTP), after the Contractor has met all the requirements (i.e., insurance, vendor registration, etc.). The Contractor shall commence work upon issuance of a NTP by the County. The Contractor shall follow the specific requirements of the contracts awarded, the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program, and litigation related to the Voucher Program. The Contractor will have a preliminary period for the specific Category awarded, for transitioning, conducting preparatory activities, including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described herein, to assume day-to-day operations. Preliminary periods for all Categories, will be determined by the PHCD. Refer to the applicable Sections for Preliminary and Transitional Activities

Throughout the term of the Contract, PHCD shall provide enhanced oversight, lend reasonable support and guidance to the Contractor, as needed and review and evaluate the Contractor's performance. The Contractor's accomplishment of all functions shall be measured by stated performance standards. Refer to applicable Sections for Performance Standards.

3. PROGRAM CATEGORY No. 4 - FAMILY SELF-SUFFICIENCY [FSS] PROGRAM

A. Overview

The Family Self-Sufficiency (FSS) Category includes the administration of the traditional Section 8 Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program. PHCD's FSS Program is an employment and savings incentive program for low-income families receiving assistance under the Voucher Program. It was designed to encourage program participants' economic

self-sufficiency and possibly homeownership via gainful employment, thereby decreasing and ultimately eliminating their dependency on assistance. FSS consists of case management services, which are partnered with social service agencies, schools, businesses, and other organizations, to help families pursue job training, employment, educational opportunities and supportive services; escrow accounts into which PHCD deposits the increased rental charges that a family pays as its earnings rise. The Homeownership Program provides tenants with homeownership opportunities which are further steps in the self-sufficiency process, along with counseling, training, and support to facilitate the homebuyer process.

B. Scope of Services

PHCD is required to have 164 participants in the FSS Program. There is no minimum for the number of homeownership vouchers.

The Contractor for the FSS Category shall:

1) Manage and oversee all operations and areas of the PHCD Housing Choice Voucher Program related to the Section 8 Housing Choice Voucher Family Self-Sufficiency Program and Homeownership including, but not limited to, establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Housing Choice Voucher Program.

2) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.

PHCD shall provide enhanced oversight, lend reasonable support and guidance to the Contractor, as-needed, and review and evaluate the Contractor's performance.

C. Preliminary Activities

The Contractor for the FSS Category shall have a preliminary period to undertake planning and organizational activities, prior to assuming responsibility for operations of on-going case management. Once assuming responsibilities, the Contractor shall have a transitional period to conduct transitional activities. During the preliminary period, the Contractor shall, at a minimum, complete the following preliminary activities, and shall take any other actions necessary to begin activities on the transition period start date. All required plans submitted during the preliminary period shall be subject to review and approval by PHCD.

1) Post-Award Orientation
Within seven (7) calendar days of the NTP, the Contractor shall attend an orientation and planning meeting with PHCD at a time and location to be determined by PHCD's Contract Administrator. PHCD will assign a Contract Administrator to be the Contractor's primary point of contact with PHCD.

2) Project Management
Within seven (7) calendar days of the NTP, the Contractor shall assign a Project Manager as the primary contact with PHCD. The Contractor shall provide sufficient management to ensure that tasks performed are provided efficiently, accurately, and timely as described herein.

3) Transition Plan and Schedule
Within 15 calendar days of the NTP, the Contractor shall submit a transition plan and schedule to PHCD, as specified below, describing how the Contractor plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The Transition Plan and Schedule must be approved, and commenced at the beginning of the Transition Period. PHCD will review the plan and schedule, and make comments and recommendations to the Contractor, within 7 days of receipt.

4) Financial Management
The Contractor shall coordinate with PHCD's Finance Division to prepare to ensure accurate escrow calculations are completed.

5) Hiring and Training of Staff
The Contractor shall take necessary actions to hire and train staff needed to operate the services under the FSS Category of the Voucher Program. Hiring plans shall include information detailing how the Contractor intends to provide outreach to PHCD Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12 USC § 1701u), and all applicable regulations.

6) Office Space
On the first day of the transitional period, the Contractor shall have full responsibility for ensuring the Contractor has adequate office space to operate the services under the FSS Category of the Voucher Program. The Contractor shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (briefing, HAP Contract execution, etc.), the Contractor shall choose a location centrally located in Miami-Dade County. The Contractor shall ensure that all Voucher Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws, regulations PIH Notices, and executive orders.

Note: PHCD will not be able to offer any space to the Contractor to operate these services. The Contractor shall ensure that there is at least one office space available for the use of the PHCD Contract Administrator, and/or staff.

7) Equipment and Software
The Contractor shall be responsible for obtaining all equipment necessary to provide the contracted services. The Contractor must use PHCDs existing system, Emphasys Elite, version 1.9.3 MR 1. The Emphasys Elite modules purchased by PHCD, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The Contractor shall use the Emphasys Elite software to process all new tenants and landlords. PHCD also uses supplemental products such as Web App, Executive Portal, and Landlord Portal with Emphasys Elite.

PHCD shall assist the Contractor in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The Contractor will be required to contract with Emphasys for program materials and staff training. The Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The Contractor shall ensure that all work in the system and data entry is being performed in real-time.

All electoronic files and records, pertaining to FSS and Homeownership Programs will be made available to the Contractor.

8) Systems Access
The Contractor shall take necessary actions to coordinate with PHCD to gain access through a web interface or remote connectivity to utilize the Emphasys Elite software program. PHCD will provide support for accessing the Emphasys Elite software. The Contractor shall also take necessary actions to gain access with PHCD's assistance to HUD secure systems, including but not limited to, the Enterprise Income Verification (EIV) system and the PIH Information Center (PIC).

The Contractor agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The Contractor shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence, and take reasonable precautions against unauthorized disclosure to any third party. The Contractor shall advise each of the Contractor's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

9) Quality Control

The Contractor shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the FSS Category of the Voucher Program in accordance with 24 CFR part 982 and 24 CFR part 985. The Contractor shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections 4.D.3 and 4.E.2, in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following FSS related areas: FSS and Homeownership outreach activities, management of Contract of Participation (COP) plans, monitoring of participant escrow account balances, homeownership and self-suffiency education, goal attainment, closings, and quarterly interactions and updates with participants to ensure compliance. The Contractor shall provide the plan to PHCD by the Transition Date.

10) Voucher Program Files

The Contractor shall develop a plan for transitioning Voucher Family Self Sufficiency files from PHCD and/or Quadel to the Contractor and preserving and carrying forward original source documents related to the participant file. The plan must also include the proper storage/archiving of residual documents in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the Privacy Act and local law, and maintaining strict file controls to assure easy retrieval and control over participant files. The Contractor may choose to implement an electronic file imaging and storage system that meets the requirements above. PHCD will not be performing an audit of program files for damaged or missing documentation before it is transferred. PHCD does not guarantee that files transferred will be complete and accurate. Within 30 days of the NTP date, the Contractor shall provide the plan to PHCD. The Contractor shall provide a report of existing errors in the files received within 90 days after the start of the Transitional Period.

11) Administrative Plan / PHA Plan

The Contractor shall review the related areas of the Section 8 Administrative Plan and PHCD's Annual/Five-Year PHA Plan as it relates to the Family Self Sufficiency/Homeownership Category of the Voucher Program and propose any policy or procedural modifications to PHCD. The current PHCD Section 8 Administrative Plan can be found at http://www.miamidade.gov/housing/policies-and-plans.asp. The Contractor shall provide a written summary of its assessment and proposed modifications to PHCD by the Transition Date. The Contractor shall operate under PHCD's existing Administrative Plan and Five-Year PHA Plan until PHCD meets all requirements for approval of any modifications to the existing plan.

12) Rent Reasonableness

The Contractor shall review the current method of conducting the rent reasonableness function and develop a plan in accordance with 24 CFR § 982.507. The Contractor shall determine if it will continue with PHCD's current vendor, GoSection 8, which has a database of approximately 50,000 comparable units in Miami-Dade County. GoSection 8 already includes baseline data for PHCD's portfolio. All of the Section 8 comparables include data related to the units: year built, square footage, amenities, utilities, etc.

The Contractor shall take necessary actions to establish a rent comparability database or negotiate its own contract with GoSection 8 or other vendor, as appropriate. The Contractor shall provide a written summary of its review and decision to PHCD by the Transition Date.

13) Family Self-Sufficiency (FSS) Program
The Contractor shall update and revise the existing FSS Action Plan and submit to PHCD by the Transition Date in accordance with 24 CFR part 984. The Contractor shall also review the current administration of the FSS Program, propose any policy changes to PHCD, and develop a plan to correct any program deficiencies noted and submit the plan to PHCD by the Transition Date. Any plans developed for FSS should include implementing the Contracts of Participation and Individual Training and Service Plans.

14) Homeownership Program
The Contractor shall propose and conduct an assessment of the Section 8 Housing Choice Voucher Homeownership Program, propose any policy changes to PHCD, and develop a plan to correct any program deficiencies noted and improve procedures in accordance with 24 CFR part 982. The Contractor shall provide a written summary of its assessment, proposed policy changes, and plan to PHCD by the Transition Date.

15) Customer Service and Complaints Processing
The Contractor shall establish a customer service plan that includes a process for the timely handling of applicant and landlord calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines. This plan should incorporate goals of addressing high profile complaints (complaints forwarded by PHCD or other governmental agencies) within 3 business days for phone inquiries as documented in Elite progress notes and within 10 to 15 business days for written inquiries. The Contractor shall provide the plan to the PHCD by the Transition Date.

16) Litigation
The Contractor, in cooperation with the Miami-Dade County Attorney's Office (CAO), shall review any new, current, and pending litigation, and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date.

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

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

1) Transition Plan and Schedule
The Contractor shall conduct activities in accordance with the transitional plan and schedule, approved by the PHCD during the preliminary period. Should the Contractor be required to make any changes to the transitional plan and schedule, it shall submit its revisions to PHCD for approval within five (5) business days of notification. The Contractor shall remain responsible for completing the services in a timely manner regardless of changes made to the Plan.

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

3) Regulatory Compliance
During the transitional period, the Contractor shall take necessary actions to ensure that the Voucher Program is compliant with the requirements of any Agreement issued as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements, resulting from litigation related to the Voucher Program. Specific areas of compliance include but are not limited to:

a) Homeownership Program
b) Family Self-Sufficiency
c) Annual/Interim participant recertification
d) Income calculation, third-party/EIV verification
e) Family composition verification and voucher size
f) Payment Standards
g) Rent reasonableness
h) Utility allowance schedules
i) Tenant rent and Housing Assistance Payment calculations
j) Utility reimbursements
k) De-concentration of poverty outreach
l) Change of Dwellings
m) Program enforcement
n) Informal Hearings and Appeals
o) Other special voucher programs, if applicable, including but not limited to Mainstream, Disaster Housing Assistance Program (DHAP), Family Unification Program (FUP), relocation vouchers, tenant protection vouchers.
p) Any other related Program requirements not listed above

Inspection activities are not included in this category. Any inspections required for FSS tenants will be conducted by the Inspections Contractor.

4) Quality Control
On the first day of the transitional period ("Transition Date"), the Contractor shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Program functions. The Contractor shall track all functions of the Program and all elements of the Agreement as a result of this Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 4.D.3, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

5) Family Self-Sufficiency (FSS) Program
The Contractor shall implement the PHCD approved plan developed during the preliminary period.

6) Homeownership Program
The Contractor shall implement the PHCD approved plan developed during the preliminary period.

7) VMS Reporting
The Contractor shall coordinate with PHCD and provide the necessary information to ensure that VMS data related to FSS and Homeownership Programs is accurate and reported timely during the

transition period in accordance with PIH Notice 2012-21 and subsequent related notices. PHCD will be responsible for all VMS submissions to HUD.

8) FSS Program Files
The Contractor shall implement the PHCD-approved plan for transitioning FSS and Homeownership Program files from PHCD and Quadel to the Contractor.

9) PIC Reporting
The Contractor shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC). The Contractor shall ensure that PIC data is accurate and reported in a timely manner, as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

10) SEMAP and Program Performance
The Contractor shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 14a) Family Self-Sufficiency Enrollment and 14b) Percent of FSS Participants with Escrow Balances in accordance with 24 CFR part 985. During the transitional period, the Contractor shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Contractor shall not be held responsible for the result of the SEMAP score until FY 2015.

11) Customer Service and Complaints Processing
The Contractor shall implement the PHCD approved customer service plan developed during the preliminary period.

12) Information Dissemination
The Contractor shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Family Self Sufficiency portion of the Voucher Program, as necessary. The issuance of this information is subject to PHCD's review and approval.

13) Applications for Additional Funds
The Contractor shall assist in the preparation of applications on behalf of PHCD when requested by PHCD for new increments of vouchers, Section 8 Program funds, grants, or other HUD funds related directly to the Family Self Sufficiency portion of the Voucher Program.

14) Financial Management
The Contractor shall coordinate with PHCD's Finance Division to prepare to ensure accurate escrow calculations are completed.

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

16) Reporting
The Contractor shall prepare a monthly report due by the tenth of the following month for PHCD that includes the following:

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) FSS Enrollment and Escrow Balances: all FSS participants and escrow balances, begin date, and expected graduation date;

c) Homeownership Activities: Enrollment, Counseling, Bank Approval, Closings, and terminations.
d) Management Report: significant partnerships, supportive services, program issues, complaint, and litigation; and other program issues identified and/or requested by the Contractor and/or PHCD.
e) SEMAP Report: status for the following Indicators:
    - 14a – Family Self Sufficiency Enrollment
    - 14b – Percent of FSS Participants with Escrow Balances

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

18) Litigation and Program Counsel
The Contractor, in cooperation with the CAO, shall review any new, current, and pending litigation and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement.

19) Information Requests
The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any FSS related aspect of the Voucher Program. The Contractor shall provide access to program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

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

E. Ongoing Activities and Functions

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

2) Regulatory Compliance
The Contractor shall ensure the Voucher Program is compliant with the requirements of this Agreement as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program. Specific areas of compliance related to Family Self Sufficiency/Homeownership include but are not limited to:

a) Homeownership Program
b) Family Self-Sufficiency

c) Annual/Interim participant recertification
d) Income calculation, third-party/EIV verification
e) Family composition verification and voucher size
f) Payment Standards
g) Rent reasonableness
h) Utility allowance schedules
i) Tenant rent and Housing Assistance Payment calculations
j) Utility reimbursements
k) De-concentration of poverty outreach
l) Change of Dwellings
m) Program enforcement
n) Informal Hearings and Appeals
o) Other special voucher programs, if applicable, including but not limited to Mainstream, Disaster Housing Assistance Program (DHAP), Family Unification Program (FUP), relocation vouchers, tenant protection vouchers.
p) Any other related Program requirements not listed above

Inspection activities are not included in this category. Any inspections required for FSS tenants will be conducted by the Contractor in the Inspections category.

3) Quality Control
The Contractor shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The Contractor shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 4.E.2, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Family Self-Sufficiency (FSS) Program
The Contractor shall implement the PHCD approved plan developed during the preliminary period.

5) Homeownership Program
The Contractor shall implement the PHCD approved plan developed during the preliminary period.

6) VMS Reporting
The Contractor shall coordinate with PHCD and provide the necessary information to ensure that VMS data is accurate and reported timely during the ongoing period in accordance with PIH Notice 2012-21 and subsequent related notices. PHCD will be responsible for all VMS submissions to HUD

7) PIC Reporting
The Contractor shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC). The Contractor shall ensure that PIC data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

8) SEMAP and Program Performance
The Contractor shall maintain the Quality Control sampling and documentation required to support PHCD's SEMAP submissions for Indicators 14a) Family Self-Sufficiency Enrollment and 14b) Percent of FSS Participants with Escrow Balances and prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements 24 CFR part 985.

9) Program Files
The Contractor shall maintain Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.

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

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

12) Applications for Additional Funds
The Contractor shall assist in the preparation of applications on behalf of PHCD when requested by PHCD for new increments of vouchers, Section 8 Voucher Program funds, grants, or other HUD funds related directly to the Family Self Sufficiency portion of the Voucher Program.

13) Financial Management
The Contractor shall coordinate with PHCD's Finance Division to prepare to ensure accurate escrow calculations are completed.

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

15) Reporting
The Contractor shall prepare a monthly report due by the tenth of the following month for PHCD that includes the following:

a) Status Report: all requirements/activities of the transitional plan and schedule.
b) FSS Enrollment and Escrow Balances: all FSS participants and escrow balances, begin date, and expected graduation date;
c) Homeownership Activities: Enrollment, Counseling, Bank Approval, Closings, and terminations.
d) Management Report: significant partnerships, supportive services, program issues, complaint, and litigation; and other program issues identified and/or requested by the Contractor and/or PHCD.
e) SEMAP Report: status for the following Indicators:
    - 14a – Family Self Sufficiency Enrollment
    - 14b – Percent of FSS Participants with Escrow Balances

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

17) Litigation
The Contractor, in cooperation with the CAO shall review any new, current and pending litigation

and provide advice and recommendations to the CAO regarding the open cases.

PHCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest. Refer to Article 11, Indemnification and Insurance, of the Agreement

18) Information Requests
The Contractor shall upon request of PHCD provide and/or produce reports, summaries, or data for any aspect of the Voucher Program. The Contractor shall provide access to program files and data to PHCD, HUD, and/or other official regulatory or investigatory entity on demand.

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

20) Outgoing Plan
No later than 120 calendar days prior to the end of the Agreement, including any extensions or renewals, the Contractor shall prepare and submit to PHCD an Outgoing Plan addressing the following:

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

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

F. Performance Standards

1) Full Performance

The Contractor shall be considered to have performed satisfactorily and shall be compensated as negotiated, based on the following criteria:

a) Timeliness
The Contractor must meet due dates and timelines, including those identified in the Scope of Services.

b) Quality
The Contractor must submit accurate, complete, and well written deliverables, including but not limited to, assessments, summaries, policy proposals, and plans.

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

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

e) Customer Service and Complaint Processing
The Contractor must make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for ninety-five percent (95%) of all customer service inquiries or complaints. Additionally ninety-five percent (95%) of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

2) Less Than Full Performance
The Contractor shall be considered to have performed at less than a satisfactory level in specific areas, and the County may impose a penalty on the Contractor as specified below based on the following criteria:

a) Timeliness
The County may impose a penalty of $1,000 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services, Tasks, Deliverables, and Reports.

b) Quality
The County may impose a penalty of $1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

c) PIH Information Center (PIC)
The County may impose a penalty of an amount equal to ten percet (10%) of the fees the Contractor receives if the Contractor fails to achieve a PIC reporting rate for FSS participants and Homeownership participants of at least ninety-five percent (95%) or other minimum standard required by HUD for each month. The Contractor will not be fined for any data reporting below 95% that occurred prior to 6 months after the Transition Date.

d) Customer Service and Complaint Processing
The County may impose a penalty of an amount equal to one percent (1%) of annual negotiated fees if the Contractor fails to make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for at least 80% of all customer service inquiries or complaints. The County may also impose a penalty of an additional amount equal to one percent (1%) of annual negotiated fees if the Contractor fails to provide accurate written responses to written inquiries by the timeframe below for at least 80% of the high profile written customer service inquires or complaints within 10 to 15 business days.

e) SEMAP
The County may impose a penalty of an amount equal to five percent (5%) of the negotiated fees the Contractor receives, if PHCD receives zero (0) points for SEMAP Indicators #14a, FSS Enrollment and #14b, Percent of FSS Participants with Escrow Account Balances for the fiscal year end 2015 or any fiscal year end thereafter during the contract period. Zero (0) points in any of these indicators may also result in the early termination of the contract. If early termination occurs, PHCD will impose a penalty of an amount equal to twenty-five percent (25%) of the negotiated fees from the Contractor's final payment.

f) Administrative Error
The county may impose a penalty of the direct cost of each Administrative Error due to Contractor calculation or other errors made by Contractor where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

4. PAYMENT SCHEDULE

The Contractor will be paid as stipulated in Article 9, Method and Times of Payment, of the Contract. The County reserves the right to negotiate the price annually, based on the funding received.

5 SECTION 3 (S-3) COMPLIANCE

The work to be performed under this Solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

Appendix B - 4

Price Schedule
CATEGORY 4 – FAMILY SELF-SUFFICIENCY PROGRAM

A. Percentage of Administrative Fees

The Percentage shown below is the price (as a percentage of the administrative fees received by PHCD), for providing all services under the Family Self-Sufficiency Category, as stated in Appendix A, Scope of Services, Section 4, and all other relevant information in Appendix A, for the term of the contract, including any extension or renewal periods.

Percentage of Administrative Fees	**3%**

B. Breakdown of Price by Year

The prices shown below represent the breakdown, by year, of Section "A" above for the term of the contract, including any extension or renewal periods.

Price By Year				
Year 1	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
$299,062	**$308,034**	**$317,275**	**$326,793**	**$342,539**

C. Breakdown of Price by Functions

The prices shown below represent the breakdown, by function, of Section "A" above for the term of the Contract, including any extension or renewal periods. These functions only apply to the Family Self-Sufficiency Category.

Price by Function					
Function	**Year 1**	**Year 2**	**OTR No. 1**	**OTR No. 2**	**OTR No. 3**
Direct Labor	$133,250	$137,248	$141,365	$145,606	$149,974
ODC	$75,332	$77,592	$79,920	$82,317	$84,787
Allocations for on-site program support	$32,005	$32,965	$33,954	$34,973	$36,022
General and Administrative Expenses	$31,287	$32,226	$33,193	$34,189	$35,214
Profit	$27,187	$28,003	$28,843	$29,708	$36,541
Grand Total	**$299,062**	**$308,034**	**$317,275**	**$326,793**	**$342,539**

Notes:

1. The Contractor's price in Section A shall remain firm and fixed for the term of the contract, including any extension or renewal periods.
2. Any amounts stated are subject to funding, at the County's sole discretion, and contingent upon federal grant allotment to the County.
3. The County reserves the right to negotiate the price annually, based on the funding received.
4. Notwithstanding the above, the price for the option-to-renew years may be negotiated at the County's sole discretion. Any extensions, pursuant to Article 5 of the Contract, will be at the then current term's prices.
5. Prices include all out-of-pocket expenses, including materials, employee travel, per diem, and miscellaneous costs and fees, as they shall not be reimbursed separately by the County.
6. The Contractor's Contract Manager/Point of Contact, and key personnel identified in the Contractor's proposal, shall be the same personnel who will be performing the services as needed.

Memorandum

Date:

To: Lester Sola
Director
Internal Services Department

Thru: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Lydia Osborne, CPPO
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 878, Section 8 Housing Choice Voucher Program Oversight and Management Services

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The County issued a solicitation to obtain proposals from qualified firms/entities to provide oversight and management of the Section 8 Housing Choice Voucher Program (Voucher Program). The Services for the Voucher Program are divided into four separate categories: 1) Intake, 2) Case Management, 3) Inspections, and 4) Family Self Sufficiency. The County requires services in all four categories.

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

Committee meeting dates:
August 29, 2013 (kick-off meeting)
October 03, 2013 (evaluation and scoring – Category 1)
October 16, 2013 (evaluation and scoring – Category 2)
October 31, 2013 (evaluation and scoring – Category 3)
November 06, 2013 (evaluation and scoring – Category 4)
November 18, 2013 (oral presentations, re-scoring)
November 20, 2013 (oral presentations, re-scoring, and recommendations)
December 09, 2013 (recommendations)

Verification of compliance with contract measures:
Not applicable since no contract measures were assigned to this solicitation, due to funding source.

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:
Not applicable to this solicitation due to funding source.

Section 3 Business Preference:
Section 3 Business Preference was considered in accordance with Section 3 of the HUD Act of 1968. One proposer, Hialeah Housing Authority, Inc., qualified for the preference, and was eligible to receive five additional points.

Summary of scores:

Pre-Oral Scores

Proposals were evaluated on a category by category basis. The preliminary pre-oral presentation scores for each category are as follows:

A. Category 1: Intake

	Proposer	Technical Score (max.1,190)	Section 3 Business (max. 5)	Price Score (max. 210)	Total Combined Score (max. 1405)
1	Nan McKay & Associates, Inc.	1044.8	0	165.5	1210.3
2	CVR Associates, Inc.	1008	0	157	1165
3	Quadel Consulting Corporation	909.5	0	183	1092.5
4	Hialeah Housing Authority, Inc.	866.8	5	125	996.8
5	Entrepreneur Business Development & Home Inspections, Inc.	222	0	28	250

B. Category 2: Case Management

	Proposer	Technical Score (max.1,190)	Section 3 Business (max. 5)	Price Score (max. 210)	Total Combined Score (max. 1405)
1	Nan McKay & Associates, Inc.	1052.2	0	183.6	1235.8
2	CVR Associates, Inc.	1025.8	0	155.1	1180.9
3	Quadel Consulting Corporation	972.5	0	153.4	1125.9
4	Hialeah Housing Authority, Inc.	908.3	5	159	1072.3
5	CGI Federal, Inc.	892.7	0	166.5	1059.2
6	Housing Authority Services	414.5	0	103.5	518

C. Category 3: Inspections

	Proposer	Technical Score (max.1,190)	Section 3 Business (max. 5)	Price Score (max. 210)	Total Combined Score (max. 1405)
1	Nan McKay & Associates, Inc.	1070.3	0	147	1217.7
2	The Inspection Group, Inc.	1024	0	176.1	1200.1
3	CVR Associates, Inc.	1017.7	0	174.2	1191.9
4	CGI Federal, Inc.	999.7	0	150.4	1150.1
5	Hialeah Housing Authority, Inc.	879.3	5	151.7	1036
6	Housing Authority Services	559.1	0	146.8	705.9
7	Entrepreneur Business Development & Home Inspections ,Inc.	196	0	42	238

D. Category 4: Family Self-Sufficiency Program

	Proposer	Technical Score (max.1,190)	Section 3 Business (max. 5)	Price Score (max. 210)	Total Combined Score (max. 1405)
1	Nan McKay & Associates, Inc.	1058.6	0	147.7	1206.3
2	CVR Associates, Inc.	1012.5	0	180	1192.5
3	Quadel Consulting Corporation	972.1	0	188.6	1160.7
4	Hialeah Housing Authority, Inc.	940.3	5	151.5	1096.8

The Committee considered the scoring guidelines in accordance with Implementing Order 3-34 (Formation and Performance of Selection Committees), and determined the two highest ranked firms in each of the four categories, warranted further consideration. In the instance where the third ranked firm is within 10% of the scores for the second ranked firm, that firm will also be considered. The

Committee decided to hold oral presentations with the proposers in each Category, who met the threshold. The proposers are as follows:

Category 1 Intake	Category 2 Case Management	Category 3 Inspections	Category 4 Family Self-Sufficiency Program
Nan McKay & Associates	Nan McKay & Associates	Nan McKay & Associates	Nan McKay & Associates
CVR Associates, Inc.	CVR Associates, Inc.	The Inspection Group, Inc.	CVR Associates, Inc.
Quadel Consulting Corporation	Quadel Consulting Corporation	CVR Associates, Inc.	Quadel Consulting Corporation

Post Orals Scores

The final post-oral presentation scores are as follows:

A. Category 1: Intake

	Proposer	Technical Score (max.1190)	Price Score (Max. 210)	Total Combined Score (max. 1400)	Percentage Fee Submitted	Aggregate Total (5 Years)
1	Nan McKay & Associates	1084.5	169.3	1253.8	11%	$5,890,814
2	CVR Associates, Inc.	1089.6	161.5	1251.1	11.67%	$6,517,420
3	Quadel Consulting Corporation	955.5	186.2	1141.7	4.5%	$2,474,460

B. Category 2: Case Management

	Proposer	Technical Score (max.1190)	Price Score (max. 210)	Total Combined Score (max. 1400)	Percentage Fee Submitted	Aggregate Total (5 Years)
1	Nan McKay & Associates	1088.2	183.6	1271.8	52%	$29,502,993
2	CVR Associates, Inc.	1083.9	164.7	1248.6	64.10%	$36,157,690
3	Quadel Consulting Corporation	1001.5	160	1161.5	65.50%	$35,978,300

C. Category 3: Inspections

	Proposer	Technical Score (max.1190)	Price Score (max. 210)	Total Combined Score (max. 1400)	Percentage Fee Submitted	Aggregate Total (5 Years)
1	CVR Associates, Inc.	1080.5	175.2	1255.7	13.92%	$7,870,050
2	The Inspection Group, Inc.	1072.4	180.5	1252.9	12.87%	$7,054,650
3	Nan McKay & Associates	1069.5	156.6	1226.1	21%	$11,937,032

D. Category 4: Family Self-Sufficiency Program

	Proposer	Technical Score (max.1190)	Price Score (max. 210)	Total Combined Score (max. 1400)	Percentage Fee Submitted	Aggregate Total (5 Years)
1	Nan McKay & Associates	1068.4	151	1219.4	10%	$5,298,252
2	CVR Associates, Inc.	1029	179	1208	3.01%	$1,699,420
3	Quadel Consulting Corporation	990.8	185.6	1176.4	2.96%	$1,476,610

Price was submitted based on a percentage of the administrative fees received by Public Housing and Community Development (PHCD) from the United States Department of Housing and Urban Development (HUD), for providing all services under the respective categories. The recommended firms' proposals included percentage fees that will be negotiated.

Local Preference:
Local Preference is not applicable to this solicitation due to funding source.

Other Information:
One Committee member, Inga Alvin was excused from participating due to a heavy workload that precluded her participation.

Upon review of the score sheets after the Committee meeting of November 20, 2013, it was discovered that scores for two proposers, CVR Associates, Inc. (CVR), and Nan McKay & Associates (NMA), were inadvertently miscalculated by the Chairperson when tallying the composite technical scores for Category 3, Inspections. The Chairperson verified the scoring by reviewing the Committee members' signed evaluation sheets, and by listening to the tape recording of the meeting. This correction resulted in higher technical and price scores for both firms: CVR's scores increased from 1067.3 points to 1255.7 points; and NMA's scores increased from 1180.9 points to 1226.1 points. This change affected the outcome of the rankings. CVR, previously the third ranked firm, is now the highest ranked firm in this Category. The Inspection Group's score remained the same at 1252.9 points, and is now the second highest ranked firm in this Category. NMA remains the third ranked firm. The Committee was reconvened on December 9, 2013. At this meeting the Committee was advised of the change in scores and ranking for this category.

Negotiations:
The Committee recommends that the County enter into negotiations with the highest ranked proposer for each individual Category. Notwithstanding the foregoing, the Committee further recommends that if the County and the highest ranked proposer in the respective Category cannot reach an agreement, the County will terminate negotiations and begin negotiations with the next highest ranked proposer for the specific Category. This negotiation process will continue until an agreement, acceptable to the County, has been reached for all four Categories.

Category 1 Intake	Category 2 Case Management	Category 3 Inspections	Category 4 Family Self-Sufficiency Program
Nan McKay & Associates Inc.	Nan McKay & Associates Inc.	CVR Associates, Inc.	Nan McKay & Associates Inc.

The following individuals will participate in the negotiations:

Lydia Osborne, Procurement Contracting Officer, Internal Services Department
Craig Clay, Deputy Executive Director/Chief Financial Officer, PHCD
Rosa Castro, Special Projects Administrator, PHCD
Pamela Regula, Risk Management Specialist, Internal Services Department (ISD)
Gerald Farr, Accounting Chief, PHCD
Taquan Williams, Senior Auditor, Housing Finance Authority
Mike Iturrey, Director Administrative & Business Services, ISD
April Johnson, Administrative Officer 3, PHCD

Consensus Statement:

Overall Statement
The Committee determined that the recommended firms, Nan McKay & Associates, Inc. (NMA), and CVR Associates, Inc. (CVR), have the necessary qualifications, relevant experience, technical capacity, and trained personnel to provide the services in the recommended categories, to meet the needs of the

County. The recommended firms' proposals provided a well-developed and task-appropriate approach to the required services. Both firms' prices are competitive for their respective categories, and will be negotiated.

Nan McKay & Associates, Inc.
NMA was recommended for three of the four categories: Intake; Case Management, and Family Self-Sufficiency. NMA has 33 years of experience providing professional services to Public Housing Agencies (PHA), including direct program management, operational support, performance management tools, consulting and training. NMA is recognized nationally, as the industry leader in PHA training. NMA is certified to train several subsidized programs for HUD, including the Housing Choice Voucher Program. NMA is also designated a HUD-approved provider for Public Housing Manager Certifications. Currently NMA administers the Chicago Housing Authority's (CHA) waiting list and admissions departments. NMA processes on average, 200 new admissions each month. In Chicago, NMA has increased and maintained CHA's utilization rate at or above 99%. NMA has also provided a) intake administrative services and Housing Quality Standards (HQS) Inspection services for the Lucas Metropolitan Housing Authority; b) oversight of day-to-day management for Wilson Housing Authority; c) HQS inspection services for the housing portfolios of the Rockford Housing Authority, and the Peoria Housing Authority; and d) Case management services for Spartanburg Housing Authority. In addition, NMA has considerable experience in providing auxiliary services to PHAs that assist with ensuring regulatory compliance and streamlining operations.

NMA team members have experience in working with Family Self Sufficiency (FSS) programs in medium and large housing authorities. NMA is currently managing the CHA FSS program, with a program size of 900, and manages the Chicago homeownership program consisting of 302 families. NMA's key staff members have over 50 years of combined experience administering the Housing Choice Voucher program. NMA's primary markets include the contiguous United States, Hawaii, Guam and Puerto Rico.

CVR Associates, Inc.
CVR was recommended for one of the four categories: Inspections. CVR, a certified Minority Business Enterprise, is headquartered in Tampa, Florida, and has over 18 years of experience providing services to PHAs in the State of Florida, including, Tampa, Clearwater, City of Ft. Pierce, Punta Gorda, and Brooksville. Additionally, CVR has extensive experience in all aspects of technical assistance and management of Housing Choice Voucher program operations. CVR conducts approximately 120,000 HQS inspections annually, for more than 46,000 units. CVR has provided inspection services for numerous PHAs across the country.

CVR has over 300 team members located in Tampa, Atlanta, New Orleans, New York, Chicago and Pittsburgh. CVR's key staff has decades of experience in HQS inspections. All CVR inspectors undergo extensive training and are HQS certified. In the past three years, CVR has conducted over 25,000 file reviews for clients nationwide, including PHAs in Chicago, Indiana, District of Columbia, New York, and Florida.

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

Approved

Lester Sola
Director

12/19/13
Date

Memorandum

MIAMI-DADE COUNTY

Date: November 13, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Public Housing and Community Development (PHCD) Department Request for Proposals (RFP) for Section 8 Housing Choice Voucher Oversight and Management Services – RFP no. 878 - ADDITION

Please be advised that I am adding Gregg Fortner, of PHCD as a technical advisor to the subject Selection Committee to provide additional technical expertise needed by the department. Should you have any questions, please contact Veronica Clark, Assistant to the Director at (305) 375-4770.

Selection Committee
Lydia Osborne, ISD (Non-Voting Chairperson)
Craig Clay, PHCD
April Johnson, PHCD
Gerald Farr, PHCD
Rosa Castro, PHCD
Mike Iturrey, ISD
Pamela Regula, ISD
Taquan Williams, Housing Finance Authority

Technical Advisor
Leonardo Figueroa, PHCD
Gregg Fortner, PHCD

c: Lester Sola, Director, ISD
Angel Petisco, Director, ITD
Patricia Braynon, Executive Director, Housing Finance Authority
Russell Benford, Deputy Mayor
Jack Osterholt, Deputy Mayor/Director, RER
Veronica Clark, Assistant to the Director, SBD/RER

Memorandum

MIAMI-DADE COUNTY

Date: August 16, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Public Housing and Community Development Department Request for Proposals (RFP) for Section 8 Housing Choice Voucher Oversight and Management Services – RFP no. 878 (Excusal)

Please be advised that I am excusing alternate member Inga Alvin from participating on the above subject Selection Committee. Ms. Alvin was recently transferred to the Information Technology Department with new assignments and a heavy workload that precludes her participation.

Should you have any questions, please contact Veronica Clark, Assistant to the Director at (305) 375-4770.

Selection Committee
Lydia Osborne, ISD (Non-Voting Chairperson)
Craig Clay, PHCD
April Johnson, PHCD
Gerald Farr, PHCD
Rosa Castro, PHCD
Mike Iturrey, ISD
Pamela Regula, ISD
Taquan Williams, Housing Finance Authority

Technical Advisor
Leonardo Figueroa, PHCD
Crystal Coleman, PHCD

c: Lester Sola, Director, ISD
Gregg Fortner, Director, PHCD
Angel Petisco, Director, ITD
Patricia Braynon, Executive Director, Housing Finance Authority
Jack Osterholt, Deputy Mayor/Director, RER
Veronica Clark, Assistant to the Director, SBD/RER

SELECTION COMMITTEE
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
REQUEST FOR PROPOSALS
SECTION 8 HOUSING VOUCHER PROGRAM OVERSIGHT AND MANAGEMENT
(EXCUSAL)
RFP NO. 878

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional License(s)/ Certification(s)	Telephone #
Lydia Osborne (Non-Voting Chairperson)	ISD	--	--	--	--	305-375-1291
Craig Clay Executive Assistant Director	PHCD	2006	Black Male	Master of Public Administration	None	786-469-4192
April Johnson Administrative Officer 3	PHCD	2002	Black Female	Master's in Social Work	None	786-469-4203
Gerald Farr, Accounting Chief	PHCD	2003	White Male	Bachelor's Degree	None	786-469-4186
Rosa Castro Special Projects Administrator	PHCD	1982	Hispanic Female	Bachelor's Degree	Certified Government Auditing Professional	786-469-4233
Mike Iturrey, Director Administrative & Business Services	ISD	1992	Hispanic Male	Master of Public Administration	None	305-375-3183
Pamela Regula Risk Management Specialist	ISD	1982	White Female	Associates in Legal Assisting	Legal Assistant	305-375-3958
Taquan Williams Senior Auditor	Housing Finance Authority	2004	Black Female	Bachelor of Science in Accounting	None	305-594-2518
TECHNICAL ADVISORS						
Leonardo Figueroa Housing Inspector	PHCD	2002	Hispanic Male	High School Diploma	HQS Certified Inspector	786-469-4209
Crystal Coleman Section 8 Contract Administrator	PHCD	2009	Black Female	Master's in Public Administration	None	786-469-4204

Memorandum

Date: June 17, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Public Housing and Community Development Department Request for Proposals (RFP) for Section 8 Housing Choice Voucher Oversight and Management Services – RFP no. 878

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Public Housing and Community Development Department Request for Proposals (RFP) for Section 8 Housing Choice Voucher Oversight and Management Services – RFP no. 878

Selection Committee
Lydia Osborne, ISD (Non-Voting Chairperson)
Craig Clay, PHCD
April Johnson, PHCD
Gerald Farr, PHCD
Rosa Castro, PHCD
Mike Iturrey, ISD
Pamela Regula, ISD
Taquan Williams, Housing Finance Authority
Inga Alvin, CAHS (Alternate)

Technical Advisor
Leonardo Figueroa, PHCD
Crystal Coleman, PHCD

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection 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. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

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 Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation 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 ISD for review and consideration.

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 lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

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

c: Lester Sola, Director, ISD
Gregg Fortner, Director, PHCD
Lucia Davis-Raiford, Director, CAHS
Patricia Braynon, Executive Director, Housing Finance Authority
Jack Osterholt, Deputy Mayor/Director, RER
Veronica Clark, Assistant to the Director, SBD/RER

Selection Committee
Lydia Osborne, ISD (Non-Voting Chairperson)
Craig Clay, PHCD
April Johnson, PHCD
Gerald Farr, PHCD
Rosa Castro, PHCD
Mike Iturrey, ISD
Pamela Regula, ISD
Taquan Williams, Housing Finance Authority
Inga Alvin, CAHS (Alternate)

Technical Advisor
Leonardo Figueroa, PHCD
Crystal Coleman, PHCD