

Memorandum



Date: November 19, 2019

Agenda Item No. 8(F)(9)

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Recommendation for Approval to Award Section 8 Housing Voucher Services

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01132, Section 8 Housing Voucher Services*, for the Public Housing and Community Development Department (PHCD). The contract provides for the administration and management of the Section 8 Housing Choice Voucher Program (Program). This federal Program offers subsidies to families, veterans, the elderly and the disabled; as well as providing affordable, safe and sanitary housing in the private market.

Services under the Program comprise intake, case management, family self-sufficiency and inspections. The awarded vendor will manage and operate the Program waiting list, provide intake and new admission services and conduct on-going tenant services such as annual and interim re-examinations to maintain tenant participation in the Program. Inspection services include initial, annual and special inspections to ensure that each housing unit meets basic housing quality standards.

The current contracts, *RFP878a, RFP878b, RFP878c and RFP878d, Section 8 Housing Choice Voucher Program Oversight and Management Services*, were awarded by the Board through Resolution R-467-14, for each of the four categories included in the solicitation: (1) Intake, (2) Case Management, (3) Family Self-Sufficiency and (4) Inspections. These four categories have been consolidated and are being recommended for award to a single vendor to enhance the efficiency of the Program.

Proposals were received from four vendors, of which two have local addresses. Upon advertisement, 98 vendors viewed the solicitation. Outreach efforts included communications with other public housing agencies, email notifications to the Florida Department of Management Services and the U.S. Department of Commerce Minority Business Development Agency, and a review of the United States Department of Labor Surplus Area Directory in order to identify prospective proposers. Award is being recommended to the highest ranked, responsive and responsible proposer, which has a local address.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial two-year term is \$18,305,764. Should the County choose to exercise, at its sole discretion, the three, one-year options to renew, the estimated cumulative allocation will be \$45,764,410. The current contracts are valued at \$41,101,500 for a five-year and six-month term and will expire on December 31, 2019. The allocation under the replacement contract is higher than the current contracts due to increased funding from the United States Department of Housing and Urban Development (HUD) for Calendar Year 2018, as the amount of funding may vary annually. There were no adverse findings relating to vendor responsibility.

The contract now includes two additional programs that were previously administered internally by PHCD. The scope of services has been updated to include Project Based Voucher Program and the Veterans Affairs Supportive Housing Program.

Department	Allocation	Funding Source	Contract Manager
Public Housing and Community Development	\$18,305,764	Federal Funds	Crystal Coleman
Total:	\$18,305,764		

Track Record/Monitor

Pearl Bethel of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The option to renew terms will be presented to the Board for approval.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition. Proposals from four vendors were received in response to the solicitation, of which two have local addresses.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Nan McKay and Associates, Inc.	1810 Gillespie Way Suite 202 El Cajon, CA	7400 NW 19 Street Miami, FL	121	Nan A. McKay
			21%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
CGI Federal, Inc.	No	Evaluation Scores/Ranking
CVR Associates, Inc.	Yes	
Quadel Consulting & Training, LLC	No	

Due Diligence

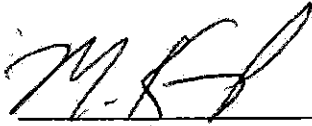
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the client department. The scope of services was updated to include Project-Based Voucher Program and the Veteran's Affairs Supportive Housing Program, previously administered internally by PHCD.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Selection Factor does not apply.
- The Living Wage does not apply.



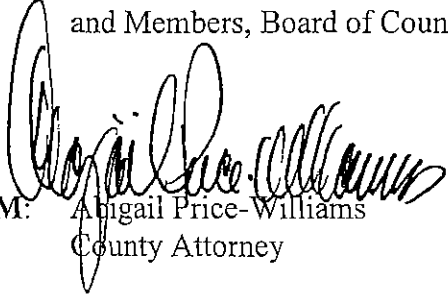
Maurice Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: November 19, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(9)

11-19-19

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01132 FOR SECTION 8 HOUSING VOUCHER SERVICES FOR THE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$45,764,410.00 FOR THE INITIAL TWO-YEAR TERM, WITH THREE, ONE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. RFP-01132 for Section 8 Housing Voucher services for the Public Housing and Community Development Department, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed \$45,764,410.00 for the initial two-year term, with three, one-year options to renew, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contracts, including any cancellation, renewal and extension provisions pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

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:

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Oren Rosenthal

Title: Section 8 Housing Voucher Services
Contract No. RFP No. 01132

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Nan McKay and Associates, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 1810 Gillespie Way, El Cajon, California 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 Voucher Services 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. 01132 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated May 21, 2019, 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. 01132 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.

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- 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 and Associates, Inc. and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "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.
- i) The word "HUD" to mean the United States Department of Housing and Urban Development.
- j) The word "PHCD" to mean Miami-Dade Public Housing and Community Development.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) 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.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B), 4) the Miami-Dade County's RFP No. 01132 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to

that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the twenty-fourth (24th) month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of up to three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via 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 Project Manager:

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
E-mail: mliu88@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1300
Miami, Florida 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Nan McKay and Associates, Inc.
1810 Gillespie Way, Suite 202
El Cajon, California 92020
Attention: John McKay, Chief Executive Officer
Phone: (800) 783-3100
E-mail: john@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. Pricing is stated in the Price Schedule (Appendix B). The County, at its sole discretion, may negotiate the Contractor's rates, anytime during the term of the Contract, including any option-to-renew periods, or extension thereafter. 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 remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to the Price Schedule (Appendix B). 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. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, 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. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. 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: Crystal Coleman, Section 8 Contract Administrator

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

ARTICLE 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement 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. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" 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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

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 assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

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. 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'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County 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 judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County 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 and 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 Code of Miami-Dade County, 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. 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 22. 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 23. 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 24. 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 25. LIENS

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

ARTICLE 26. 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 27. 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 Code of Miami-Dade County.
- 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement 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:

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County) 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County) 5. Miami-Dade County Debarment Disclosure Affidavit | <ul style="list-style-type: none"> (Section 10.38 of the Code of Miami-Dade County) 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County) |
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| <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County E-Verify Affidavit
(Executive Order 11-116)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution R-919-18)</p> <p>14. Subcontracting Practices
(Section 2-8.8 of the Code of Miami-Dade County)</p> <p>15. Subcontractor/Supplier Listing
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>16. Form W-9 and 147c Letter
(as required by the Internal Revenue Service)</p> <p>17. 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</p> | <p>comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to Individual/Contractor for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records <p>18. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>19. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</p> <p>20. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
|--|---|

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 36. 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. 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 Implementing 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 shall have the power 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 37. 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 Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

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 38. 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 gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 39. 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 40. 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 41. 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 42. 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 43. 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.careersourcesfl.com/firstsource/>.

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing 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 Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 45. 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: [Signature]
 Name: Dorian Jenkins
 Title: Vice President, Program Management
 Date: 8-13-19
 Attest: [Signature]
 Corporate Secretary/Notary Public

By: _____
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: _____
 Attest: _____
 Clerk of the Board

~~Corporate Seal/Notary Seal~~ *see attached certificate*

Approved as to form and legal sufficiency

Assistant County Attorney

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Diego

Subscribed and sworn to (~~or affirmed~~) before me
 on this 13th day of August, 2019
 by Date Month Year

(1) Dorian Jenkins

(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Kaitlin Gligo
 Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

APPENDIX A – SCOPE OF SERVICES

1. BACKGROUND

The Miami-Dade County Department of Public Housing and Community Development (PHCD) is overseen by the County Mayor and the Miami-Dade Board of County Commissioners. The County is a public housing agency as defined in the United States Housing Act of 1937 (42 USC 1437 et seq., as amended). PHCD operates a large Section 8 Housing Choice Voucher (HCV) Program which currently includes Non-Elderly Disabled (NED), HUD Veterans Affairs and Supportive Housing (HUD-VASH), Project-Based Voucher (PBV) and Mainstream Vouchers. The HCV Program currently has an allocation of 15,380 vouchers and 75 Mainstream Vouchers. PHCD's Family Self Sufficiency Program minimum participant size is 144, however there are 162 families currently in the Program. For fiscal year ending September 30, 2017, PHCD submitted a score of 93% (High Performer) under the Section Eight Management Assessment Program (SEMAP). PHCD's reporting rate to the Public and Indian Housing (PIH) Information Center (PIC) was 100% percent as of July 2018. There were approximately 43 terminations per month in the last year.

The current PHCD Section 8 Administrative Plan does not include a work requirement for Program participants.

Category	Allocation	Leased
Non-Elderly Disabled (NED)	210	175
HUD Veterans Affairs and Supportive Housing (HUD-VASH)	271	223
Housing Choice Voucher (HCV) Allocation Vouchers	14,899	
Port-Outs		356
Homeownership		160
HOPE IV		62
Tenant Protection*		221
Project-Based Leased		184
All Other Vouchers		11927
Total Vouchers	15380	13308
Port-Ins Administered	0	229
Mainstream Program	75	66
* There are 146 Enhanced Vouchers within the Tenant Protection Category		

2. STRUCTURE OF SERVICES

The Scope of Services for the HCV Program is divided into two categories: (1) Intake, Case Management and Family Self-Sufficiency Services and (2) Inspection Services. The responsibilities for each of the categories are as follows:

- 1) **Category 1: Intake, Case Management and Family Self-Sufficiency Services**
 Intake: Includes responsibility for all waiting list, eligibility and new admission activity for the Section 8 HCV Program.

Case Management: Encompasses all ongoing tenant services related to annual examinations, interim examinations, changes of dwellings, portability and termination actions.

Family Self-Sufficiency: Ties together all the services for the HCV Family Self-Sufficiency Program and the Homeownership Program.

2) **Category 2: Inspection Services**

Inspection: Covers all inspection activities including annual inspections, complaint inspections, quality control inspections and initial inspections for tenants who change dwellings.

3. **TASKS FOR ALL CATEGORIES**

1) **Hiring, Training, and Termination of Staff**

The Contractor shall take necessary actions to hire and train staff needed to operate the services awarded under this Contract at the Contractor's expense. The Contractor shall make regular staff trainings available for audit by PHCD staff. The employees hired by the Contractor shall be employees of the Contractor.

2) **Project Management**

The Contractor's Project Manager shall attend a regular monthly meeting and/or as needed, a regular 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) **Office Space**

The Contractor shall secure office space in a location in the Downtown Miami Central Business District (CBD). (The CBD being defined as Biscayne Boulevard, Bayfront Park and Museum Park on the East, the Rickenbacker Causeway to the South, 15th Street to the North and 8th Avenue to the West). The location must be vetted and approved by the Director of PHCD prior to the execution of any lease agreement. The Contractor must provide the Director of PHCD a reasonable amount of time in which to vet and approve the location. The Contractor must notify PHCD by November 1, 2019, that it has executed a lease agreement and provide with that notification, a copy of the executed lease agreement.

If the Contractor is unable to secure suitable office space within the Downtown Miami CBD and execute a lease by the aforementioned date, PHCD will provide office space that the Contractor will lease from the County. For functions that require direct, in-person contact with voucher applicants/participants (intake, briefing, and Housing Assistance Payments [HAP contract execution, etc.]), the Contractor shall select a centrally located site 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.

4) Equipment and Software

The Contractor shall be responsible for obtaining all equipment necessary to provide the contracted services. The Contractor must use PHCD's existing system, Emphasys Elite, its related modules, and its existing portals, including but not limited to Inspections, Section 8, Waiting List, Family Self-Sufficiency and Financial Suite. 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 and maintained by PHCD. The Contractor will be required to contract with Emphasys, or any other third-party, for program materials and staff training. The Contractor may use supplemental products and software to assist in the administration of the services. However, the Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. The Contractor shall ensure that Emphasys Elite is used as the Primary System of Record and that all work in the system and data entry is being performed in real-time.

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, including but not limited to HUD PIH Notices 2010-15 and 2015-06. 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. In addition, the Contractor must agree to participate in any Information Technology (IT) related audits, which may be performed on the Contractor's internal systems plus security where any Elite data or Privacy Information (PII) may be stored.

PHCD will not provide internet service, email service, computers, servers, switches, routers or related network equipment not listed above. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers or related network connectivity.

5) Program Files

PHCD is currently converting paper participant files into electronic files using a system owned and maintained by the County. PHCD expects that the conversion will be completed prior to commencement of the Contract. The capture application is Kofax and the repository is Documentum (known internally as HPI). The Contractor shall develop a plan for preserving and carrying forward all source documents related to program eligibility

(including, but not limited to, proof of citizenship, identity, family composition, etc.) and New Admission, including HUD Form 50058 and any other documents identified by PHCD. The plan must also include the management of electronic records on behalf of PHCD 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(s), and maintaining strict file access controls to assure easy retrieval and control over participant files. The Contractor may not implement a separate electronic file imaging and storage system. PHCD will not be performing an audit of program files for damaged or missing documentation before granting access. PHCD does not guarantee that files will be complete and accurate. The Contractor must also remain Clerk of Courts (COC) compliant in order to be able to destroy paper documents. The Contractor will be responsible for purchasing or leasing scanning equipment that is compatible with the County's solution.

6) Reports and Data Requests

The Contractor shall prepare a monthly report due by the tenth (10th) day of each month for activities completed the prior month. The report format and content will be provided by PHCD. The Contractor shall upon request of PHCD provide and/or produce reports, summaries or data for any aspect of the HCV Program. The Contractor shall provide access to program files and data to PHCD, HUD and/or other official regulatory or investigatory entity on demand.

7) Quality Control

The Contractor shall develop and maintain a quality control, performance tracking and reporting plan to ensure the integrity, accountability and efficiency of the HCV Program functions in accordance with 24 CFR part 982 and 24 CFR part 985.

8) Policies and Procedures

The Contractor shall provide recommended policy changes as-needed or as requested to ensure continuous regulatory compliance, build operational efficiencies and increase customer satisfaction. The current PHCD Section 8 Administrative Plan can be found at <http://www.miamidade.gov/housing/policies-and-plans.asp>. The Contractor must establish and further maintain its operational procedures to ensure compliance with policies and/or requests from PHCD, which may be updated without notice. The Contractor's procedures shall be considered PHCD's procedures and therefore must be made available upon request by PHCD for internal or external audit requests.

9) Regulatory Compliance

The Contractor shall ensure the HCV Program is compliant with the requirements of the Contract; federal statutes; HCV 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 HCV Program; and settlement agreements resulting from litigation related to the HCV Program.

10) Customer Service and Complaints Processing

The Contractor shall establish and maintain 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 two business days for inquiries that do not require a formal written response and within 10 business days for those that do.

11) Representational Activities and PHCD Branding

The Contractor shall attend and represent PHCD in meetings and presentations directly related to the HCV Program, subject to notification and approval from PHCD. To the extent possible, the Contractor shall ensure that customers and the general public recognize that the HCV Program is part of PHCD, and that the Contractor and its subcontractors appear and identify themselves as PHCD's contractors of the HCV Program. The Contractor shall include PHCD's name and logo on any and all printed materials. The Contractor shall have the full authority to make changes to non-HUD forms and letters used in the administration of the HCV Program based on its best business and professional judgment in consultation with PHCD. Notwithstanding this, PHCD may require the use of specific letterheads and designate specific forms or letters that require prior PHCD approval before implementing the change.

12) Application 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 HCV Program funds, grants or other HUD funds related directly to the HCV Program.

13) Disaster Preparedness and Response

The Contractor shall establish and maintain an annual Continuity of Operations Plan that shall be coordinated with PHCD and the County's Office of Emergency Management.

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 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 HCV Program prior to the commencement of the Contract. However, the Contractor shall be solely responsible for any actions, claims and/or litigation resulting from the Contractor's administration of the HCV Program. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

15) Section Eight Management Assessment Program (SEMAP)

The Contractor shall maintain the Quality Control sampling and documentation required to support PHCD's SEMAP submissions for each indicator affected by the administration of the Contractor.

16) Preparatory Activities

a) Post-Award Orientation

Within seven 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.

b) Project Management

Within seven 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.

c) Transition Plan and Schedule

Within 30 calendar days of the NTP, the Contractor shall submit a Transition Plan and Schedule to PHCD, describing how the Contractor plans to complete the services. The Transition Plan and Schedule will also establish milestones for measuring progress. The Transition Plan and Schedule must be approved by PHCD. PHCD will review the plan and schedule, and make comments and recommendations to the Contractor, within 15 calendar days of receipt.

d) Outgoing Plan

Within 120 calendar days prior to the end of the Contract, including any extensions or renewals, the Contractor shall prepare and submit to PHCD an Outgoing Plan addressing the following:

- i. Transition of program operations and debriefing;
- ii. Status and/or assessment of program operations for each Contract requirement stated herein under ongoing period;
- iii. Transfer of data;
- iv. Accounting and financial reporting;
- v. Inventory and return of PHCD applicant and landlord files; and
- vi. Cooperation with incoming Contractor.

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

4 TASKS FOR CATEGORY 1 - INTAKE, CASE MANAGEMENT AND FAMILY SELF-SUFFICIENCY SERVICES

A. Intake - Scope of Services

The Contractor shall manage and oversee all operations and areas of the HCV Program related to the Program's 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 HCV Program. All are subject to consultations with PHCD.

The Contractor shall:

- 1) Be responsible for conducting all waiting list, eligibility and new admission activity for the HCV Program in accordance with 24 Code of Federal Regulations (CFR) part 982; 24 CFR part 5; and the PHCD Section 8 Administrative Plan.
- 2) Establish and maintain an application and selection process that treats applicants fairly and consistently, and provide 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, issuing vouchers, accepting and processing Requests for Tenancy Approvals (RFTA), performing rent reasonableness surveys; and executing the Housing Assistance Payment Contracts for new tenants.
- 4) Establish and maintain a plan for landlord relations with landlords entering into new HAP contracts with the County and new leases with the HCV Program applicants, including but not limited to ensuring timely and correct HAP and late fee penalty payments, if any, timely scheduling and conducting of Housing Quality Standards (HQS) initial inspections, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Program rules, landlord rights and obligation
- 5) Maintain at least 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) in accordance with 24 CFR part 985.
- 6) 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.
- 7) Receive and determine eligibility for all opt-out properties.
- 8) Monitor the utilization of all special programs and coordinate with the referring entity for to receive eligible families as needed.
- 9) Monitor PBV vacancies and refer eligible families in accordance with the policies in the PHCD Section 8 Administrative Plan.

B. Case Management - Scope of Services

The Case Management component of the HCV Program consists of all ongoing tenant services related to maintaining tenant participation in the HCV Program. This includes conducting all annual re-examinations, changes of dwellings, interim reexaminations, portability functions, termination actions and all other related HCV Program activities.

The Contractor shall:

- 1) Re-examine the income and composition of the HCV Program's families in accordance with policies in the PHCD Section 8 Administrative Plan. The annual reexamination determines the continued eligibility of the family and establishes the HAP to be made on behalf of the family.
- 2) Complete all required interim changes in family income or family circumstances in accordance with policies in the PHCD Section 8 Administrative Plan.

- 3) Manage and oversee all operations and areas of the HCV Program related to the tenant annual re-certifications, interims, portability and change of dwellings, and performing the related requirements of the HCV Program in accordance with policies in the PHCD Section 8 Administrative Plan.
- 4) Manage the change of dwelling process, excluding initial inspections, for all participant families wishing to relocate inside Miami - Dade County.
- 5) Act 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.
- 6) Provide resident relocation counseling and special beneficiary assistance as mandated by PHCD.
- 7) Update the utility allowance schedule annually in accordance with 24 CFR § 982.517.
- 8) Review Payment Standards at least once a year and recommend changes when appropriate or required.
- 9) Coordinate with PHCD and provide the necessary information to ensure that the Voucher Management System (VMS) data is accurate and reported timely during the transition period in accordance with HUD requirements. PHCD will be responsible for all VMS submissions to HUD.
- 10) 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 Division for audit purposes. The Contractor shall be responsible for all work related to determining the HAP payment for existing tenants in accordance with policies in the PHCD Section 8 Administrative Plan. PHCD will retain responsibility for issuing payments electronically and/or printing and signing of checks.
- 11) Coordinate with PHCD the receipt, reconciliation and posting of payment related to accounts receivables for the HCV Program.
- 12) Consistently pursue and collect on delinquent accounts receivables.
- 13) Create new owner/vendor accounts in accordance with federal requirements.
- 14) Comply with program requirements for reporting all tenant information to the PIH Information Center (PIC) in accordance with policies in the PHCD Section 8 Administrative Plan. 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.
- 15) 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 scheduling and conducting of HQS initial inspections, timely processing of new contracts to ensure speedy commencement of HAP, timely communications and education on the HCV

Program rules, landlord rights and obligations. The Contractor shall provide the plan to PHCD by the Transition Date.

- 16) Conduct investigations and research into allegations of fraud, waste and/or abuse within the HCV Program upon request of PHCD and provide responses within imposed deadlines as established by PHCD in the request. The Contractor shall conduct investigations and research into allegations of fraud, waste and abuse within the HCV Program when identified directly by the Contractor and report significant instances to PHCD for referral to the HUD Office of Inspector General, County Office of Inspector General (OIG) and/or the appropriate local law enforcement offices.
- 17) Manage existing and new tenant and owner repayment agreements.
- 18) Be responsible for the administration and oversight of any new or additional HCV awarded to PHCD as a result of the Contractor's response to a Notice of Funding Availability (NOFA), or other similar instrument issued by HUD and where the Contractor responded on behalf of PHCD.
- 19) Provide Hearing Officers who shall be responsible for the oversight and administration of the Informal Review and Hearing process for the HCV Program.

C. Family Self-Sufficiency – Scope of Services

The Family Self-Sufficiency component includes the administration of the traditional Section 8 HCV Family Self-Sufficiency Program and PHCD's HCV Homeownership Program. PHCD's Family Self-Sufficiency 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. Family Self-Sufficiency 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.

PHCD is required to have 144 participants in the Family Self-Sufficiency Program. There is no minimum for the number of homeownership vouchers.

The Contractor shall:

- 1) Manage and oversee all operations and areas of the PHCD HCV Program related to the Section 8 HCV Family Self-Sufficiency Program and Homeownership including, but not limited to, establishing operational action plans and reports and performing the related requirements of the HCV 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) Continuously update and reconcile active escrow accounts.
- 4) Coordinate with PHCD Finance Division the disbursement of Interim or Graduation Funds along with the forfeiture of accounts (when necessary).
- 5) Issue quarterly escrow statements to active participants.
- 6) Manage the Program Coordinating Committee.
- 7) Review the Family Self-Sufficiency Program, propose any policy changes to PHCD and develop a plan to correct any Program deficiencies noted. The Contractor shall implement Contracts of Participation and Individual Training and Service Plans.
- 8) Propose and conduct an assessment of the Section 8 HCV 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.
- 9) 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.

5. TASKS FOR CATEGORY 2 – INSPECTION SERVICES

A. Inspection – Scope of Services

The Inspection Services 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 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 (for changes of dwellings and portability), 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.

The Contractor shall:

- 1) Manage and oversee all operations and areas of the PHCD HCV Program related to annual, complaint and compliance HQS inspections including but not limited to establishing operational action plans and reports, making and performing the related requirements of the HCV Program.
- 2) Inspect units in accordance with PHCD Section 8 Administrative Plan.
- 3) Place and remove abatements in accordance with PHCD Section 8 Administrative Plan.

- 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) Follow the current and future Program requirements of federal statute, regulation, notice, judicial order or decree, directives and guidance applicable to the HCV Program and litigation related to the Program.

6. PERFORMANCE STANDARDS

The Contractor's performance will be measured by, among other means, the following 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 all due dates and timelines as established by PHCD.

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% of its transactions on a timely basis each month.

e) Customer Service and Complaint Processing

The Contractor must make first contact with high profile (complaints received from the PHCD Director's Office) complainants/customers within two business days of receiving an inquiry or complaint for 95% of all customer service inquiries or complaints. Additionally, 95% of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 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 fine the Contractor as specified below, based on the following criteria:

a) Timeliness

The Contractor must consistently deliver monthly reports, as mutually agreed upon between PHCD and the Contractor, by the tenth (10th) of the month (if not able to meet deadline, the Contractor must request extension in writing). Other responses to requests must consistently be delivered to the County on-time or a request for extension made, in writing, prior to the imposed deadline as established by PHCD in the request. The Contractor may be fined \$2,500 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services, if the County determines that the

deadline was for a critical report and/or event or if the County determines that the Contractor continuously fails to deliver on-time.

b) Quality

The Contractor is expected to deliver quality products, as defined and/or communicated by PHCD in the course of doing business with the Contractor, to the County. The Contractor may be fined \$2,500 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals and plans, if the County determines that the returned product is due to carelessness or lacks professional quality.

c) PIH Information Center (PIC)

The Contractor may be fined an amount equal to 10% of the negotiated fees it receives if it fails to report at least 95% of all New Admissions to PIC or other minimum standard required by HUD for each month beginning in the Transition Period and forward.

d) SEMAP

Receiving zero points for any SEMAP scoring criteria that the Contractor is responsible for that leads to PHCD's SEMAP rating to be less than 70% may result in the termination of the Contract. If termination occurs, PHCD may assess a fine in the amount of 25% of the negotiated fees for the final month.

e) Administrative Errors

The direct cost of administrative error(s) where HAP Net Restricted Assets (NRA) must be reimbursed from Unrestricted Net Assets (UNA) or other nonfederal funds. Administrative errors are defined as those errors where HUD or the OIG have instructed PHCD to repay the Program out of non-federal funds and that can further be attributed to the Contractor's administration of the Program. PHCD may also require the Contractor to repay the Program when its internal reviews identify consistent miscalculations or mistakes that continue at unreasonable rates after completion of a PHCD required Corrective Action Plan (CAP).

Deductions in the form of liquidated damages will be imposed each month with the deductions made from the next payment made to the Contractor after PHCD determines the amount to be deducted and notifies the Contractor of the fine.

7. 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 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 – PRICE SCHEDULE

Category 1 – Intake, Case Management and Family Self-Sufficiency Services

A. Percentage of Administrative Fees

The percentage shown below is the price (as a percentage of the administrative fees received by PHCD from HUD), for providing all services under the Intake, Case Management and Family Self-Sufficiency Services Category, as stated in Appendix A, Scope of Services, for the term of the Contract, including any option-to-renew or extension periods.

Percentage of Administrative Fees	65%
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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 option-to-renew or extension periods.

Price By Year				
Year 1	Year 2	OTR No. 1	OTR No. 2	OTR No. 3
\$9,257,829	\$9,442,986	\$9,631,846	\$9,872,642	\$10,119,458

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 option-to-renew or extension periods. These functions only apply to the Intake, Case Management and Family Self-Sufficiency Services Category.

Price By Functions					
Function	Year 1	Year 2	OTR No. 1	OTR No. 2	OTR No. 3
Intake	\$2,533,622	\$2,584,295	\$2,635,980	\$2,701,880	\$2,769,427
Case Management	\$6,339,080	\$6,465,861	\$6,595,180	\$6,760,058	\$6,929,060
Family Self-Sufficiency	\$385,127	\$392,830	\$400,686	\$410,704	\$420,971
Total	\$9,257,829	\$9,442,986	\$9,631,846	\$9,872,642	\$10,119,458

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 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 Contractor will be paid as stipulated in Article 9, Method and Times of Payment of the Contract. The County reserves the right to negotiate price annually, based on the funding received.
4. Notwithstanding the above, the price for the option-to-renew periods 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, miscellaneous costs and fees, and professional fees associated with any relocation advice or guidance that may be incurred, 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.

Category 2 – Inspection Services

A. Percentage of Administrative Fees

The percentage shown below is the price (as a percentage of the administrative fees received by PHCD from HUD), for providing all services under the Inspection Services Category, as stated in Appendix A, Scope of Services, for the term of the Contract, including any option-to-renew or extension periods.

Percentage of Administrative Fees	<u>7.34%</u>
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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 option-to-renew or extension periods.

Price By Year				
Year 1	Year 2	OTR No. 1	OTR No. 2	OTR No. 3
\$1,046,010	\$1,066,930	\$1,088,269	\$1,115,475	\$1,143,362

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 option-to-renew or extension periods. These functions only apply to the Inspection Services Category.

Price By Functions					
Function	Year 1	Year 2	OTR No. 1	OTR No. 2	OTR No. 3
Inspection Services & Admin	\$1,046,010	\$1,066,930	\$1,088,269	\$1,115,475	\$1,143,362
Total	\$1,046,010	\$1,066,930	\$1,088,269	\$1,115,475	\$1,143,362

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 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 Contractor will be paid as stipulated in Article 9, Method and Times of Payment of the Contract. The County reserves the right to negotiate price annually, based on the funding received.
4. Notwithstanding the above, the price for the option-to-renew periods 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.