



*This document is a draft of a planned solicitation and is subject to change without notice.*

**REQUEST FOR PROPOSALS (RFP) No. 878  
FOR  
SECTION 8 HOUSING CHOICE VOUCHER OVERSIGHT  
AND MANAGEMENT SERVICES**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2013 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Division  
for  
Public Housing and Community Development

**COUNTY CONTACT FOR THIS SOLICITATION:**

Name and Title: Lydia Osborne, Procurement Contracting Officer II  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1291  
E-mail: [lydiaos@miamidade.gov](mailto:lydiaos@miamidade.gov)

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

\_\_\_\_\_, 2013 at 2:00 PM (local time)  
at  
CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any

portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as "the County", as represented by the Miami-Dade County Public Housing and Community Development, hereinafter referred to as "PHCD", is soliciting proposals from qualified firms/entities for the oversight and management of the Section 8 Housing Choice Voucher Program (Voucher Program). The Services for the Voucher Program is divided into four separate categories (Intake, Case Management, Inspections and Family Self Sufficiency).

Proposers may apply for one or multiple service categories (see Form A-1) and may be selected for multiple service categories. Each of these categories is independent and will be awarded individually.

The County anticipates creating a Pool for a two (2) year period, with three, one-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference: See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.

Deadline for receipt of questions:

Proposal due date: See front cover for date, time and place.

Evaluation process:

Projected award date:

### 1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be

taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.4 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

### **1.5 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.6 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.7 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.0 SCOPE OF SERVICES**

### **2.1 HISTORY AND BACKGROUND**

PHCD is a department of Miami-Dade County, and is overseen by the Miami-Dade Board of County Commissioners. PHCD operates a large Low Rent Public Housing Program, and a large Section 8 Housing Choice Voucher Program. On October 18, 2007, the County and U.S Housing and Urban Development (HUD) entered into a Settlement Agreement, by which HUD took temporary possession of PHCD. Pursuant to the Settlement Agreement, on December 29, 2008, the County outsourced PHCD's Section 8 Housing Choice Voucher Program (Voucher Program) through a competitive bid process. A five-year contract (RFP648) was awarded to Quadel Consulting Corporation. As the contract is nearing its expiration date (December 27,

2013), the County is re-soliciting for proposals for the operation, oversight and management of the Voucher Program. 14,698 vouchers, including 75 Mainstream vouchers, will be administered under any contract as a result of this Solicitation.

The Project Based Voucher Program and the Veteran's Affairs Supportive Housing, both a part of the Voucher Program) will be administered internally by PHCD. PHCD's Family Self Sufficiency Program minimum participant size is 164, but there are 176 families currently in the program. PHCD is currently on course to spend its allocation and will be maximizing leasing.

For fiscal year ending September 30, 2012, PHCD submitted a score of ninety-three percent (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 102.4 percent as of April 30, 2013. There are currently 465 abatements and holds. The reasons for the holds vary, including some lease terminations, moves without notice, ownership changes, evictions, and changes of dwellings, etc. There were approximately 53 terminations per month in the last year.

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

## **2.2 STRUCTURE OF THE SCOPE OF SERVICES**

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

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

The selected Proposer shall follow the specific requirements of the contract(s) awarded as a result of this Solicitation, the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program, and litigation related to the Voucher Program. The selected Proposer will have a preliminary period for all Categories, for transitioning, conducting preparatory activities, including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described herein, to assume day-to-day operations. Preliminary periods for all Categories, will be determined by the PHCD. Refer to the applicable Sections for each Category for Preliminary and Transitional Activities

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

## **2.3 CATEGORY 1 - INTAKE**

### **A. Overview**

PHCD is authorized to lease up to 14,904 vouchers. As of April 2013, there were a total of 13,905 vouchers leased, which includes 193 homeownership vouchers. At present, the 2008 Tenant Based Waiting List has 62,944 applicants who are being selected based on their assigned lottery number. There were 400 new admissions in 2012, and 671 year-to-date. PHCD is currently in an accelerated

lease-up phase, averaging 177 new admissions per month. It is expected that starting 2014, leasing for replacement purposes should average approximately 60 units per month.

#### **B. Scope of Services**

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

The selected Proposer shall:

- 1) Be responsible for conducting all waiting list, eligibility, and new admission activity for the Voucher Program in accordance with 24 CFR 982; 24 CFR 5; and the PHCD Section 8 Administrative Plan.
- 2) Establish and maintain an application and selection process that treats applicants fairly and consistently, and provides an effective and efficient method for determining eligibility.
- 3) Be responsible for voucher issuance, applicant education, and initial leasing for applicants. This area includes conducting outreach to the community; opening, closing, maintaining, updating and purging the waiting list(s); accepting applications; selecting applicants; determining eligibility; monitoring Income Targeting; conducting briefings, initial inspections, rent reasonableness surveys; and executing the Housing Assistance Payment Contracts for new tenants.
- 4) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.

#### **C. Preliminary Period Activities for Intake**

The selected Proposer for the Intake Category shall have a preliminary period to undertake planning and organizational activities, prior to assuming responsibility for Intake. Once assuming responsibilities, the selected Proposer shall have a transitional period (refer to Section 2.5.D) to conduct transitional activities. During the Preliminary Period, the selected Proposer shall, at a minimum, complete the following preliminary activities, and shall take any other actions necessary to begin activities on the transition period commencement date. All required plans submitted during the preliminary period shall be subject to review and approval by PHCD.

##### 1) Post-Award Orientation

Within seven (7) calendar days of the Notice to Proceed (NTP), the selected Proposer 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 selected Proposer's primary point of contact with PHCD.

##### 2) Project Management

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

##### 3) Transition Plan and Schedule

Within 30 calendar days of the NTP, the selected Proposer shall submit a transition plan and schedule to PHCD, as specified below, describing how the selected Proposer plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The transition plan and schedule must be approved, and commenced at the beginning of the transition period. PHCD will review the plan and schedule, and make comments and recommendations to the selected Proposer, within 15 days of receipt.

4) Financial Management for New Admissions

On the first day of the transitional period, the selected Proposer shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to New Admission Landlords and Tenants

5) Hiring and Training of Staff

The selected Proposer shall take necessary actions to hire and train staff needed to operate the services under the Intake Category of the Voucher Program. Hiring plans shall include information detailing how the selected Proposer intends provide outreach to PHCD Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12USC1701 u §3).

6) Office Space for Intake

On the first day of the transitional period, the selected Proposer shall have full responsibility for ensuring the selected Proposer has adequate office space to operate the services under the Intake Category of the Voucher Program. The selected Proposer shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (intake, briefing, and HAP Contract execution, etc.), the selected Proposer shall choose a location centrally located in Miami-Dade County, and/or multiple locations across the County. The selected Proposer 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.

Note: PHCD will not be able to offer any space to the Selected Proposer to operate these services.

7) Equipment and Software

The selected Proposer shall be responsible for obtaining all equipment necessary to provide the contracted services. The selected Proposer must use PHCDs existing system, Emphasys Elite, version 1.9.3 MR 1. The Emphasys Elite modules, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The selected Proposer 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 selected Proposer in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The selected Proposer will be required to contract with Emphasys for program materials and staff training. The selected Proposer shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The Selected Proposer shall ensure that all work in the system and data entry is being performed in real-time.

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

8) Systems Access

The selected Proposer 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 selected Proposer 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 selected Proposer agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The selected Proposer 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 selected Proposer shall advise each of the selected Proposer's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

9) Program Files

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

10) Quality Control

The selected Proposer shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Intake Category of the Voucher Program in accordance with 24 CFR 982 and 24 CFR 985. The selected Proposer shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections 2.5.3 and 2.6.2 in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following Intake related areas: waiting list movement, opening of the waiting list, selection from waiting list, determination of eligibility, Income Targeting, briefing and voucher holder education, Reasonable Accommodation Process, voucher issuance, leasing, success rate, and expiration of voucher. The selected Proposer shall provide the plan to PHCD by the Transition Date.

11) Housing Quality Standards (HQS) Inspections

The selected Proposer shall assess PHCD's current HQS policy and procedures for Initial Inspections for applicants, propose any policy or procedural modifications to PHCD, and develop an internal control plan, and quality control plan as part of PHCD's Section 8 Administrative Plan in accordance with 24 CFR 982 Subpart I and 24 CFR 985. PHCD's current HQS policy does not formally contain any additional standards outside of the HQS standards found in the CFR. The selected Proposer shall provide a written summary of its assessment, proposed policy and procedural modifications, and plan to PHCD by the first day of the Transitional Period.

12) Waiting List

The selected Proposer shall propose a new Section 8 Housing Choice Voucher Waiting List Policy to PHCD in accordance with 24 CFR 982 Subpart E and develop a transitional and implementation plan.

13) Lease-Up and Utilization

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

14) Administrative Plan/PHA Plan

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

15) Rent Reasonableness for New Admission

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

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

16) Landlord Relations for New Admission

The selected Proposer shall develop a plan for landlord relations with landlords entering into new contracts with the applicants, including but not limited to ensuring timely and correct Housing Assistance Payments (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 Program rules, landlord rights and obligations. The selected Proposer shall provide the plan to PHCD by the Transition Date.

17) Customer Service and Complaints Processing

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

18) Litigation

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. The selected Proposer shall be required to hire an attorney(s) to represent the Selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

19) Additional Program Functions and Requirements

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

**D. Transitional Activities**

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

1) Transition Plan and Schedule

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

2) Project Management

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

3) Regulatory Compliance

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

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

4) Quality Control

On the first day of the transitional period ("Transition Date"), the selected Proposer shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Voucher Program functions. The selected Proposer shall track all functions of the Program and all elements of the Agreement as a result of this Solicitation, including but not limited to, core functions listed above under Regulatory Compliance, HUD reporting requirements, voucher and utilization tracking, partnership and

cooperative efforts, and staff performance standards. If during the transitional period the selected Proposer uncovers additional quality control issues or program errors, including prior payment errors to vendors, the selected Proposer shall be responsible for taking necessary actions to correct all errors.

5) Intake Housing Quality Standards (HQS) Inspections

The selected Proposer shall conduct HQS functions for applicants in compliance with its HQS internal control plan developed during the preliminary period as well as with federal regulations and policies and procedures adopted by PHCD as part of its Administrative Plan and in accordance with 24 CFR 982 Subpart I and 24 CFR 985. All new units must meet HQS prior to lease-up and New Admissions.

6) Lease-Up and Utilization

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

7) Program Files

The selected Proposer shall implement the PHCD-approved plan for transitioning Intake Voucher Program files from PHCD and Florida Quadel to the selected Proposer.

8) PIC Reporting

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

9) SEMAP and Program Performance

The selected Proposer shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's FY 2014 SEMAP submission for Indicators 1) Waiting List, 2) Rent Reasonableness, 3) Determination of Adjusted Income, 7) Expanding Housing Opportunities, 10) Correct Tenant Rent, 11) Pre-contract HQS and 13) Lease Up in accordance with 24 CFR 985. During the transitional period, the selected Proposer shall prepare a timely SEMAP submission to PHCD for submission to HUD, in accordance with SEMAP requirements. However, the selected Proposer shall not be held responsible for the result of the SEMAP score until FY 2015.

10) Landlord Relations for New Admissions

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

11) Customer Service and Complaints Processing for Intake

The selected Proposer shall implement the PHCD approved customer service plan developed during the preliminary period.

12) Information Dissemination

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

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

13) Waiting List

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

14) Applications for Additional Funds

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

15) Financial Management for New Admissions

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

16) Staffing and Subcontracting

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

17) Reporting

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

- a) Status Report: all requirements/activities of the transitional plan and schedule.
- b) Leasing Report: new units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
- c) Management Report: significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Selected Proposer and/or PHCD.
- d) VMS Report on Intake: most recently submitted; and
- e) SEMAP Report: status for the following Indicators:

- 1 - Waiting List
- 2 - Rent Reasonableness
- 3 - Determination of Adjusted Income,
- 7 - Expanding Housing Opportunities
- 10 - Correct Tenant Rent
- 11 - Pre-contract HQS
- 13 - Lease Up in accordance with 24 CFR 985.

18) Fraud Investigations and Referrals for New Admissions

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

19) Litigation and Program Counsel

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the selected Proposer shall be solely responsible for any actions, claims, and/or litigation resulting from the selected Proposer's administration of the Voucher Program. The selected Proposer shall be required to hire an attorney(s) to represent the Selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

20) Information Requests

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

21) Representational Activities and PHCD Branding

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

**E. Ongoing Activities and Functions**

1) Project Management

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

2) Regulatory Compliance

The selected Proposer shall ensure the Voucher Program is compliant with the requirements of this Agreement as a result of this Solicitation; federal statutes; program regulations in accordance

with 24 CFR 5, 24 CFR 982, and 24 CFR 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program. Specific areas of compliance related to Intake include but are not limited to:

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

3) Quality Control

The selected Proposer shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The selected Proposer shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.62, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Housing Quality Standards (HQS) Inspections

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

5) Lease-Up and Utilization

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

6) PIC Reporting

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

7) SEMAP and Program Performance for Intake

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

8) Intake Program Files

The selected Proposer shall maintain Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.

9) Landlord Relations for New Admissions

The selected Proposer shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely and correct HAP payments, timely scheduling and conducting of HQS Initial inspections, communications and complaints processing, and education on program rules, landlord rights and obligations. The selected Proposer shall conduct outreach to new landlords, particularly in areas of low voucher utilization, in accordance with its outreach plan established and implemented during the transitional period.

10) Customer Service and Complaints Processing for Intake

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

11) Information Dissemination for Intake

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

12) Waiting List

The selected Proposer shall continue maintaining and managing the Tenant-based waiting list in accordance with PHCD policy and Federal Regulations 24 CFR 982 Subpart E. The selected Proposer shall not discriminate against any applicant or participant on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The selected Proposer shall ensure that every Voucher Program applicant and/or participant is afforded equal opportunity and access to the Voucher Program regardless of the race, color, religion, national origin, sex, age, disability, marital status, familial status and/or sexual orientation. The selected Proposer shall ensure that its operation and administration of the Voucher Program complies with the Federal, State and local Fair Housing Acts, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Chapter 11-A of the Code of Miami-Dade County, and all other applicable civil rights laws, regulations, codes, and executive orders. In addition, the selected Proposer shall also be required to take all necessary steps prescribed by the County to comply with HUD's requirements to affirmatively further fair housing, including a) provide an Analysis of Impediments to fair housing choice; b) take actions to cover the effects of the identified impediments; and c) maintain records to support the County's affirmatively furthering fair housing certifications.

13) Applications for Additional Funds

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

14) Financial Management for New Admissions

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

15) Staffing and Subcontracting

The selected Proposer shall have the full and exclusive authority to hire and/or terminate its Voucher Program staff based on its best business judgment subject to budgetary constraints and in compliance with any labor agreements and federal statutes, including Section 3 of the Housing

Act of 1968 as amended. All Voucher Program employees shall be employees of the selected Proposer. The selected Proposer shall have the full and exclusive authority to solicit for and retain subcontractors based on its best business judgment in compliance with federal and State procurement requirements.

16) Reporting for Intake

The selected Proposer shall prepare a monthly report due by the tenth (10<sup>th</sup>) day of the following month, for PHCD that includes the following:

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

17) Fraud Investigations and Referrals for New Admissions

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

18) Litigation

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

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

19) Information Requests for Intake

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

20) Representational Activities and PHCD Branding

The selected Proposer shall attend and represent PHCD in meetings and presentations directly related to the Voucher Program. To the extent possible, the selected Proposer shall ensure that customers and the general public recognize that the Voucher Program is part of PHCD, and that the selected Proposer and its subcontractors appear and identify themselves as PHCD's

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

21) Outgoing Plan for Case Management

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

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

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

**F. Performance Standards**

1) Full Performance

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

a) Timeliness

The selected Proposer must meet due dates and timelines.

b) Quality

The selected Proposer 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 selected Proposer must submit a complete and well written transition plan and schedule.

d) Lease-up and Utilization

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

e) PIH Information Center (PIC)

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

f) Customer Service and Complaint Processing

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

2) Less Than Full Performance

The selected Proposer shall be considered to have performed at less than a satisfactory level in specific areas and therefore penalized through the withholding of the negotiated fees, as specified below based on the following criteria:

a) Timeliness

The selected Proposer shall be penalized \$1,000 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services.

b) Quality

The selected Proposer shall be penalized \$1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

c) Lease-up and Utilization

The selected Proposer shall be penalized two percent (2%) of the actual monthly negotiated fees each month it fails to achieve at least ninety-five percent (95%) utilization of HAP funding (not to exceed PHCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Allowed (UMA) for each month after the first day of the On-Going period.

d) PIH Information Center (PIC)

The selected Proposer shall be penalized ten percent (10%) of the negotiated fees it receives if it fails to report at least ninety-five (95%) of all New Admissions to PIC or other minimum standard required by HUD for each month beginning in the Transition Period and forward.

e) Customer Service and Complaint Processing

The selected Proposer shall be penalized one percent (1%) of annual negotiated fees if it fails to make first contact with high profile complainants/customers within three business days of receiving an inquiry or complaint for at least eighty percent (80%) of all customer service inquiries or complaints. The Selected Proposer shall also be penalized an additional one percent (1%) of annual negotiated fees if they fail to provide accurate written responses to high profile written inquiries or complaints within 10 to 15 business days.

f) SEMAP

Receiving zero (0) points for SEMAP Indicators 1) Waiting List and 13) Lease Up for the fiscal yearend September 2015 or later during the contract period may result in the termination of the contract. If termination occurs, PHCD may assess a penalty of twenty-five percent (25%) of the negotiated fees for the final month.

g) Administrative Error

The direct cost of each administrative error due to the selected Proposer's calculation, or other errors made by selected Proposer, where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

Deductions in the form of Liquidated Damages will be imposed each month with the deductions made from the next payment made to the selected Proposer after PHCD determines the amount to be deducted. PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

**2.4. CATEGORY 2 – CASE MANAGEMENT****A. Overview**

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

**B. Scope of Services**

The selected Proposer for the Case Management Category shall:

- 1) Reexamine the income and composition of housing choice voucher families at least annually. The annual reexamination determines the continued eligibility of the family and establishes the housing assistance payment (HAP) to be made on behalf of the family. PHCD conducted 13,411 annual reexaminations in CY 2012 and have conducted 3,995 as of April 30, 2013.
- 2) Complete all required interim changes in family income or family circumstances as well. A family's failure to comply with the reexamination requirements can be grounds for terminating assistance.
- 3) Manage and oversee all operations and areas of the Voucher Program related to the Tenant Annual Re-certifications, Interims, Portability, and Change of Dwellings, including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of Voucher Program.
- 4) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.
- 5) Manage the change of dwelling process for all participant families wishing to relocate inside Miami-Dade County. All families in the Voucher Program may move once a year, at the end of their lease term. PHCD processed 1,574 Change of Dwellings (moves) in CY 2012 and have processed 383 as of April 30, 2013.

An eligible family that has been issued a housing choice voucher may also use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program. This feature of the program is referred to as portability. The selected Proposer acts as both the initial housing agency when a family wants to move to a different jurisdiction and the receiving housing agency when a family wishes to relocate from another housing agency to Miami-Dade County. In CY 2012, PHCD had 413 outgoing portables and 320 incoming portables.

**C. Preliminary Period Activities**

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

**1) Post-Award Orientation**

Within seven (7) calendar days of the Notice to Proceed (NTP), the selected Proposer 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 selected Proposer's primary point of contact with PHCD.

**2) Project Management**

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

**3) Transition Plan and Schedule**

Within 30 calendar days of the NTP, the selected Proposer shall submit a transition plan and schedule to PHCD, as specified below, describing how the selected Proposer plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress.

The Transition Plan and Schedule must be approved, and commenced at the beginning of the Transition Period. PHCD will review the plan and schedule, and make comments and recommendations to the selected Proposer, within 15 days of receipt.

4) Financial Management for Case Management

On the first day of the transitional period, the selected Proposer shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to New Admission Landlords and Tenants

5) Hiring and Training of Staff

The selected Proposer shall take necessary actions to hire and train staff needed to operate the services under the Case Management Category of the Voucher Program. Hiring plans shall include information detailing how the selected Proposer intends provide outreach to PHCD Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12USC1701 u §3).

6) Office Space for Case Management

On the first day of the transitional period, the selected Proposer shall have full responsibility for ensuring the selected Proposer has adequate office space to operate the services under the Case Management Category of the Voucher Program. The selected Proposer shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (intake, briefing, and HAP Contract execution, etc.), the selected Proposer shall choose a location centrally located in Miami-Dade County, and/or multiple locations across the County. The selected Proposer 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.

Note: PHCD will not be able to offer any space to the selected Proposer to operate these services.

7) Equipment and Software

The selected Proposer shall be responsible for obtaining all equipment necessary to provide the contracted services. The selected Proposer must use PHCD's existing system, Emphasys Elite, version 1.9.3 MR 1. The Emphasys Elite modules purchased by PHCD, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The selected Proposer 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 selected Proposer in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The selected Proposer will be required to contract with Emphasys for program materials and staff training. The selected Proposer shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The selected Proposer shall ensure that all work in the system and data entry is being performed in real-time.

All electronic files and records, pertaining to Case Management of the Voucher Program will be made available to the selected Proposer.

8) Systems Access

The selected Proposer 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 selected Proposer 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 selected Proposer agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The selected Proposer 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 selected Proposer shall advise each of the selected Proposer's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

9) Program Files

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

10) Quality Control

The selected Proposer shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Case Management Category of the Voucher Program in accordance with 24 CFR 982 and 24 CFR 985. The selected Proposer shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections 2.5.3 and 2.6.2 in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following Case Management related areas: waiting list movement, opening of the waiting list, selection from waiting list, determination of eligibility, Income Targeting, briefing and voucher holder education, Reasonable Accommodation Process, voucher issuance, leasing, success rate, and expiration of voucher. The selected Proposer shall provide the plan to PHCD by the Transition Date.

11) Administrative Plan/PHA Plan

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

12) Rent Reasonableness for Case Management

The selected Proposer shall review the current method of conducting the rent reasonableness function and develop a plan in accordance with 24 CFR 982.507. The selected Proposer shall

determine if it will continue with PHCD's current vendor, GoSection 8, which has a database of approximately 50,000 comparable units in Miami-Dade County. GoSection 8 already includes baseline data for PHCD's portfolio. All of the Section 8 comparables include data related to the units: year built, square footage, amenities, utilities, etc.

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

13) Utility Allowance

The selected Proposer shall review the current utility allowance schedule and take necessary steps to correct any deficiencies noted in accordance 24 CRF 982.517. The selected Proposer shall provide a written summary of its assessment and planned corrective actions, if any, to PHCD by the Transition Date

14) Landlord Relations

The selected Proposer shall develop a plan for landlord relations with landlords entering into new contracts with the applicants, including but not limited to ensuring timely and correct Housing Assistance Payments (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 Program rules, landlord rights and obligations. The selected Proposer shall provide the plan to PHCD by the Transition Date.

15) Customer Service and Complaints Processing

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

16) Litigation

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. The selected Proposer shall be required to hire an attorney(s) to represent the selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

17) Additional Program Functions and Requirements

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

**D. Transitional Activities**

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

1) Transition Plan and Schedule

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

2) Project Management

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

3) Regulatory Compliance

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

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

4) Quality Control

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

5) VMS Reporting

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

6) Program Files

The selected Proposer shall implement the PHCD-approved plan for transitioning Tenant and Landlord Program files from PHCD and Florida Quadel to the selected Proposer.

7) PIC Reporting

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

8) SEMAP and Program Performance

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

9) Landlord Relations for New Admissions

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

10) Customer Service and Complaints Processing for Case Management

The selected Proposer shall implement the PHCD approved customer service plan developed during the preliminary period.

11) Information Dissemination

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

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

12) Applications for Additional Funds

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

13) Financial Management for New Admissions

The selected Proposer shall coordinate with PHCD's Finance Division to ensure timely and accurate payments to vendors and timely correction of errors. The selected Proposer shall provide financial data upon request to the finance office for audit purposes. The selected Proposer shall be

responsible for all work related to determining the initial HAP payment for New Admissions. PHCD will retain responsibility for issuing payments electronically and/or printing and signing of checks.

14) Staffing and Subcontracting

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

15) Reporting

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

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

16) Fraud Investigations and Referrals for New Admissions

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

17) Litigation and Program Counsel

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the selected Proposer shall be solely responsible for any actions, claims, and/or litigation resulting from the selected Proposer's administration of the Voucher Program. The selected Proposer shall be required to hire an attorney(s) to represent the selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

18) Information Requests

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

19) Selected Proposer's Representational Activities and PHCD Branding

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

**E. Ongoing Activities and Functions**

1) Project Management

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

2) Regulatory Compliance

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

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

3) Quality Control

The selected Proposer shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The selected Proposer shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.62, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) VMS Reporting

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

- 5) PIC Reporting  
The selected Proposer shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC). The selected Proposer shall ensure that PIC data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.
- 6) SEMAP and Program Performance for Case Manager  
The selected Proposer shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 2) Rent Reasonableness, 3) Determination of Adjusted Income, 4) Utility Allowance Schedule, 7) Expanding Housing Opportunities, 9) Annual Reexamination, 10) Correct Tenant Rent, and Deconcentration Bonus in accordance with 24 CFR 985. During the transitional period, the selected Proposer shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Selected Proposer shall not be held responsible for the result of the SEMAP score until FY 2015.
- 7) Case Management Program Files  
The selected Proposer shall maintain Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.
- 8) Landlord Relations for New Admissions  
The selected Proposer shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely and correct HAP payments, timely scheduling and conducting of HQS Initial inspections, communications and complaints processing, and education on program rules, landlord rights and obligations. The selected Proposer shall conduct outreach to new landlords, particularly in areas of low voucher utilization, in accordance with its outreach plan established and implemented during the transitional period.
- 9) Customer Service and Complaints Processing for Case Management  
The selected Proposer shall handle applicant and prospective landlords calls and complaints in a timely and professional manner, including calls and complaints from the County's 311 service. The selected Proposer shall research and respond to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines
- 10) Information Dissemination for Case Management  
The selected Proposer shall provide program information for PHCD's website, which shall be the sole website for the Voucher Program. The selected Proposer shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Section 8 Program as necessary and in accordance with its plan developed during the transitional period, subject to PHCD's review and approval.
- 11) Applications for Additional Funds  
The selected Proposer shall assist in the preparation of applications on behalf of PHCD when requested by PHCD for new increments of vouchers, Section 8 Voucher Program funds, grants, or other HUD funds related directly to the Voucher Program.
- 12) Financial Management for New Admissions  
The selected Proposer shall maintain coordination with PHCD's finance office to ensure timely and accurate payments to vendors and timely correction of errors. The selected Proposer shall provide financial data on request to the finance office for audit purposes. The selected Proposer shall be responsible for all work related to determining the initial HAP payment for New Admissions. PHCD will retain responsibility for issuing payments electronically and printing and signing of checks.

**13) Staffing and Subcontracting**

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

**14) Reporting for Case Management**

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

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

**15) Fraud Investigations and Referrals**

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

**16) Litigation**

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

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

**17) Information Requests**

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

**18) Representational Activities and PHCD Branding**

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

**19) Outgoing Plan**

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

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

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

**F. Performance Standards****1) Full Performance**

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

- a) Timeliness  
The selected Proposer must meet due dates and timelines, including those identified in the Scope of Services.
- b) Quality  
The selected Proposer 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 selected Proposer must submit a complete and well written transition plan and schedule.
- d) PIH Information Center (PIC)  
The selected Proposer must accurately report at least 95 percent of New Admissions or other minimum required by HUD for each month during the transitional and ongoing periods.
- e) Customer Service and Complaint Processing  
The selected Proposer must make first contact with high profile complainants/customers within three business days of receiving an inquiry or complaint for ninety-five (95%) of all customer service inquiries or complaints. Additionally, ninety-five percent of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

**2) Less Than Full Performance**

The selected Proposer shall be considered to have performed at less than a satisfactory level in specific areas and therefore penalized through the withholding of the negotiated fees, as specified below based on the following criteria:

- a) Timeliness  
The selected Proposer shall be penalized \$1,000 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services.
- b) Quality  
The selected Proposer shall be penalized \$1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.
- c) PIH Information Center (PIC)  
The selected Proposer shall be penalized ten percent (10%) of the negotiated fees it receives if it fails to report at least ninety-five (95%) of all New Admissions to PIC or other minimum standard required by HUD for each month beginning in the Transition Period and forward.
- d) Customer Service and Complaint Processing  
The selected Proposer shall be penalized one percent (1%) of annual negotiated fees if it fails to make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for at least eighty percent (80%) of all customer service inquiries or complaints. The selected Proposer shall also be penalized an additional one percent (1%) of annual negotiated fees if they fail to provide accurate written responses to high profile written inquiries or complaints within 10 to 15 business days.
- e) SEMAP  
Receiving zero (0) points for SEMAP Indicator 9) Annual Reexaminations for the fiscal year end September 2015 or later during the contract period may result in the termination of the contract. If termination occurs, PHCD may assess a penalty of twenty-five (25%) of the negotiated fees from the final month.
- f) Administrative Error  
The direct cost of each administrative error due to the selected Proposer's calculation, or other errors made by selected Proposer, where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

Deductions in the form of Liquidated Damages will be imposed each month with the deductions made from the next payment made to the selected Proposer after PHCD determines the amount to be deducted. PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

## **2.5 CATEGORY 3 - INSPECTIONS**

### **A. Overview**

The Inspections Category is responsible for ensuring that tenants remain in decent, safe and sanitary housing in accordance with 24 CFR 982 Subpart I. Each unit must meet basic Housing Quality Standards (HQS) before assistance can be paid for a new unit and at least annually for all tenants throughout the term of assisted tenancy. The selected Proposer 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.

In CY 2012, Florida Quadel conducted 34,751 inspections, and 11,517 as of April 30, 2013.

### **B. Scope of Services**

The selected Proposer for the Inspections Category shall:

- 1) Manage and oversee all operations and areas of the PHCD Housing Choice Voucher Program related to the Annual, Complaint, and Compliance HQS Inspections including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Voucher Program.
- 2) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.
- 3) Provide enhanced oversight, lend reasonable support and guidance to the selected Proposer, as needed and review and evaluate the selected Proposer's performance.
- 4) Follow the specific requirements of its contract with the County, the current and future program requirements of federal statute, program regulation, notice, judicial order or decree, directives and guidance applicable to the Voucher Program and litigation related to the Voucher Program.
- 5) Have a preliminary period for conducting preparatory activities including securing office space and necessary equipment, hiring and training staff, conducting assessments, preparing plans, and other related activities as further described in this Scope of Services, to assume day-to-day operations
- 6) The selected Proposer's accomplishment of these functions required by any agreement issued as a result of this solicitation shall be measured by stated performance standards (see Section 2.17)

#### **C. Preliminary Period Activities**

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

- 1) Post-Award Orientation  
Within seven (7) calendar days of the Notice to Proceed (NTP), the selected Proposer 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 selected Proposer's primary point of contact with PHCD.
- 2) Project Management  
Within seven (7) calendar days of the NTP, the selected Proposer shall assign a Project Manager as the primary contact with PHCD. The selected Proposer shall provide sufficient management to ensure that tasks performed are provided efficiently, accurately, and timely as described herein.
- 3) Transition Plan and Schedule  
Within 30 calendar days of the NTP, the selected Proposer shall submit a transition plan and schedule to PHCD, as specified below, describing how the selected Proposer plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The Transition Plan and Schedule must be approved, and commenced at the beginning of the Transition Period. PHCD will review the plan and schedule, and make comments and recommendations to the selected Proposer, within 15 days of receipt.
- 4) Hiring and Training of Staff  
The selected Proposer shall take necessary actions to hire and train staff needed to operate the services under the Inspections Category of the Voucher Program. Hiring plans shall include information detailing how the selected Proposer intends provide outreach to PHCD Program

residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12USC1701 u §3).

5) Office Space

On the first day of the transitional period, the selected Proposer shall have full responsibility for ensuring the selected Proposer has adequate office space to operate the services under the Inspections Category of the Voucher Program. The selected Proposer shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (intake, briefing, and HAP Contract execution, etc.), the selected Proposer shall choose a location centrally located in Miami-Dade County, and/or multiple locations across the County. The selected Proposer 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.

Note: PHCD will not be able to offer any space to the selected Proposer to operate these services.

6) Equipment and Software

The selected Proposer shall be responsible for obtaining all equipment necessary to provide the contracted services. The selected Proposer must use PHCDs existing system, Emphasys Elite, version 1.9.3 MR 1. The Emphasys Elite modules purchased by PHCD, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The selected Proposer 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 selected Proposer in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The selected Proposer will be required to contract with Emphasys for program materials and staff training. The selected Proposer shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The selected Proposer shall ensure that all work in the system and data entry is being performed in real-time.

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

7) Systems Access

The selected Proposer 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 selected Proposer 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 selected Proposer agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The selected Proposer 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 selected Proposer shall advise each of the selected Proposer's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

8) Quality Control

The selected Proposer shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Inspections Category of the Voucher Program in accordance with 24 CFR 982 and 24 CFR 985. The selected Proposer shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections 2.5.3 and 2.6.2 in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following Inspections related areas: waiting list movement, opening of the waiting list, selection from waiting list, determination of eligibility, Income Targeting, briefing and voucher holder education, Reasonable Accommodation Process, voucher issuance, leasing, success rate, and expiration of voucher. The selected Proposer shall provide the plan to PHCD by the Transition Date.

9) Housing Quality Standards (HQS) Inspections

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

10) Inspections Program Files

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

11) Administrative Plan / PHA Plan

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

12) Landlord Relations for Inspections

The selected Proposer shall develop a plan for landlord relations with landlords entering into new contracts with the applicants, including but not limited to ensuring timely and correct Housing Assistance Payments (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 Program rules, landlord rights and obligations. The selected Proposer shall provide the plan to PHCD by the Transition Date.

13) Customer Service and Complaints Processing for Inspections

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

14) Litigation

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. The selected Proposer shall be required to hire an attorney(s) to represent the selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

15) Additional Program Functions and Requirements

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

**D. Transitional Activities**

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

1) Transition Plan and Schedule

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

2) Project Management for Inspections

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

3) Regulatory Compliance for Inspections

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

- a. Annual Housing Quality Standards Inspections
- b. Program enforcement
- c. Informal Reviews and Appeals

d. Any other related Program requirements not listed above

4) Quality Control for Inspections

On the first day of the transitional period ("Transition Date"), the selected Proposer shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Program functions. The selected Proposer shall track all functions of the Program and all elements of the Agreement as a result of this Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.15.3, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. If during the transitional period the selected Proposer uncovers additional quality control issues or program errors, including prior payment errors to vendors, the selected Proposer shall be responsible for taking necessary actions to correct all errors.

5) Housing Quality Standards (HQS) Inspections

The selected Proposer shall conduct HQS functions for tenants in compliance with its HQS internal control plan developed during the preliminary period as well as with federal regulations and policies and procedures adopted by PHCD as part of its Administrative Plan and in accordance with 24 CFR 982 Subpart I and 24 CFR 985.

6) Inspection Program Files

The selected Proposer shall implement the PHCD-approved plan for transitioning Tenant and Landlord Program files from PHCD and Florida Quadel to the selected Proposer.

7) PIC Reporting

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

8) SEMAP and Program Performance

The Selected Proposer shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 5) HQS Quality Control Inspections, 6) HQS Enforcement, 11) Pre-contract HQS, and 12) Annual HQS Inspection in accordance with 24 CFR 985. During the transitional period, the Selected Proposer shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Selected Proposer shall not be held responsible for the result of the SEMAP score until FY 2015.

9) Landlord Relations for Inspections

The selected Proposer, in cooperation with PHCD, shall implement the landlord relations plan developed during the preliminary period.

10) Customer Service and Complaints Processing

The selected Proposer shall implement the PHCD approved customer service plan developed during the preliminary period.

11) Information Dissemination

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

12) Applications for Additional Funds

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

13) Staffing and Subcontracting

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

14) Reporting

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

- a) Status Report: all requirements/activities of the transitional plan and schedule.
- b) Leasing Report: new units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
- c) Management Report: significant program issues, complaints, and litigation; and other program issues identified and/or requested by the selected Proposer and/or PHCD.
- d) SEMAP Report: status for the following Indicators:
  - 5 – HQS Control Inspections
  - 6 – HQS Enforcement
  - 11 – Pre-Contract HQS
  - 12 – Annual HQS Inspection

15) Fraud Investigations and Referrals

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

16) Litigation and Program Counsel

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the selected Proposer shall be solely responsible for any actions, claims, and/or litigation resulting from the selected Proposer's administration of the Voucher Program. The selected Proposer shall be required to hire an attorney(s) to represent the selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

17) Information Requests

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

18) Representational Activities and PHCD Branding

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

**E. Ongoing Activities and Functions**1) Project Management

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

2) Regulatory Compliance

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

- a. Annual Housing Quality Standards Inspections
- b. Program enforcement
- c. Informal Reviews and Appeals
- d. Any other related Program requirements not listed above

3) Quality Control

The selected Proposer shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The selected Proposer shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.62, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Housing Quality Standards (HQS)

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

5) PIC Reporting

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

6) SEMAP and Program Performance

The Selected Proposer shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 5) HQS Quality Control Inspections, 6) HQS Enforcement, 11) Pre-contract HQS, and 12) Annual HQS Inspection in accordance with 24 CFR 985. During the transitional period, the Selected Proposer shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the Selected Proposer shall not be held responsible for the

result of the SEMAP score until FY 2015.

7) Inspection Program Files

The selected Proposer shall maintain Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.

8) Landlord Relations

The selected Proposer shall maintain a working and professional relationship with participating landlords, including but not limited to ensuring timely scheduling and conducting of HQS Initial inspections, communications and complaints processing, and education on HQS guidelines.

9) Customer Service and Complaints Processing

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

10) Information Dissemination

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

11) Applications for Additional Funds

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

12) Staffing and Subcontracting

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

13) Reporting for Inspections

The selected Proposer shall prepare a monthly report due by the tenth (10<sup>th</sup>) day of the following month, for PHCD that includes the following:

- a) Status Report: all requirements/activities of the transitional plan and schedule.
- b) Leasing Report: new units under lease and utilization rate for Section 8, plus a monthly leasing analysis and projection through the year-end; and
- c) Management Report: significant program issues, complaints, and litigation; and other program issues identified and/or requested by the Selected Proposer and/or PHCD.
- d) SEMAP Report: status for the following Indicators:
  - 5 – HQS Quality Control Inspections
  - 6 – HQS Enforcement
  - 11- Pre-Contract HQS
  - 12 – Annual HQS Inspection

14) Fraud Investigations and Referrals for New Admissions

The selected Proposer shall conduct investigations and research into allegations of fraud, waste, or

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

15) Litigation

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

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

16) Information Requests

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

17) Representational Activities and PHCD Branding

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

18) Outgoing Plan for Inspections

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

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

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

**F. Performance Standards**

**1) Full Performance**

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

- a) Timeliness  
The selected Proposer must meet due dates and timelines.
- b) Quality

The selected Proposer 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 selected Proposer must submit a complete and well written transition plan and schedule.

d) Customer Service and Complaint Processing

The selected Proposer must make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for 95% of all customer service inquiries or complaints. Additionally, ninety-five percent of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

**2) Less Than Full Performance**

The selected Proposer shall be considered to have performed at less than a satisfactory level in specific areas and therefore penalized through the withholding of the negotiated fees, as specified below based on the following criteria:

a) Timeliness

The selected Proposer shall be penalized \$1,000 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services, Tasks, Deliverables, and Reports.

b) Quality

The selected Proposer shall be penalized \$1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

c) Customer Service and Complaint Processing

The selected Proposer shall be penalized one percent (1%) of annual negotiated fees if it fails to make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for at least eighty percent (80%) of all customer service inquiries or complaints. The selected Proposer shall also be penalized an additional one percent (1%) of annual negotiated fees if they fail to provide accurate written responses to high profile written inquiries or complaints within 10 to 15 business days.

d) SEMAP

Receiving zero (0) points for Indicators 5) HQS Quality Control Inspections, 6) HQS Enforcement, and 12) Annual HQS Inspections for the fiscal year end September 2015 or later during the contract period may result in the termination of the contract. If termination occurs, PHCD may assess a penalty of twenty-five percent (25%) of the negotiated fees from the final month.

Deductions in the form of Liquidated Damages will be imposed each month with the deductions made from the next payment made to the selected Proposer after PHCD determines the amount to be deducted.

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

**2.6 CATEGORY 4 – FAMILY SELF-SUFFICIENCY (FSS)**

**A. Overview**

The Family Self-Sufficiency (FSS) Category includes the administration of the traditional Section 8 Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program. PHCD's FSS Program is an employment and savings incentive program for low-income families receiving assistance under the Voucher Program. It was designed to encourage program participants' economic

self-sufficiency and possibly homeownership via gainful employment, thereby decreasing and ultimately eliminating their dependency on assistance. FSS consists of case management services, which are partnered with social service agencies, schools, businesses, and other organizations, to help families pursue job training, employment, educational opportunities and supportive services; escrow accounts into which PHCD deposits the increased rental charges that a family pays as its earnings rise. The Homeownership Program provides tenants with homeownership opportunities which are further steps in the self-sufficiency process, along with counseling, training, and support to facilitate the homebuyer process.

#### **B. Scope of Services**

PHCD is required to have 164 participants in the FSS Program. There is no minimum for the number of homeownership vouchers. As of April 30, 2013, there were 193 homeownership vouchers, and 176 families currently in the FSS Program.

The selected Proposer for the FSS Category shall:

- 1) Manage and oversee all operations and areas of the PHCD Housing Choice Voucher Program related to the Section 8 Housing Choice Voucher Family Self-Sufficiency Program and Homeownership including but not limited to establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Housing Choice Voucher Program.
- 2) Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.

PHCD shall provide enhanced oversight, lend reasonable support and guidance to the selected Proposer, as-needed, and review and evaluate the Selected Proposer's performance.

#### **B. Preliminary Activities**

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

##### **1) Post-Award Orientation**

Within seven (7) calendar days of the Notice to Proceed (NTP), the selected Proposer 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 selected Proposer's primary point of contact with PHCD.

##### **2) Project Management**

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

##### **3) Transition Plan and Schedule**

Within 30 calendar days of the NTP, the selected Proposer shall submit a transition plan and schedule to PHCD, as specified below, describing how the selected Proposer plans to complete the work during the transitional period. The Plan will also establish milestones for measuring progress. The Transition Plan and Schedule must be approved, and commenced at the beginning of the Transition Period. PHCD will review the plan and schedule, and make comments and recommendations to the selected Proposer, within 15 days of receipt.

4) Financial Management

The selected Proposer shall coordinate with PHCD's Finance Division to prepare to ensure accurate escrow calculations are completed.

5) Hiring and Training of Staff

The selected Proposer shall take necessary actions to hire and train staff needed to operate the services under the FSS Category of the Voucher Program. Hiring plans shall include information detailing how the selected Proposer intends provide outreach to PHCD Program residents/participants in accordance with Section 3 of the Housing Act of 1968 as amended (12USC1701 u §3).

6) Office Space

On the first day of the transitional period, the selected Proposer shall have full responsibility for ensuring the selected Proposer has adequate office space to operate the services under the FSS Category of the Voucher Program. The selected Proposer shall take necessary actions to acquire office space, if appropriate. For functions that require direct, in-person contact with Voucher applicants (intake, briefing, and HAP Contract execution, etc.), the selected Proposer shall choose a location centrally located in Miami-Dade County, and/or multiple locations across the County. The selected Proposer 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.

Note: PHCD will not be able to offer any space to the selected Proposer to operate these services.

7) Equipment and Software

The selected Proposer shall be responsible for obtaining all equipment necessary to provide the contracted services. The selected Proposer must use PHCD's existing system, Emphasys Elite, version 1.9.3 MR 1. The Emphasys Elite modules purchased by PHCD, include Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Emphasys' Data Hub product is not installed or in use. The selected Proposer 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 selected Proposer in providing access through a web-interface to the Emphasys Elite software program purchased by PHCD. The selected Proposer will be required to contract with Emphasys for program materials and staff training. The selected Proposer shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. PHCD will not provide internet service, email service, computer software not listed above, computers, servers, switches, routers, or related network equipment. PHCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity. The selected Proposer shall ensure that all work in the system and data entry is being performed in real-time.

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

8) Systems Access

The selected Proposer 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 selected Proposer 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 selected Proposer agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The selected Proposer 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 selected Proposer shall advise each of the selected Proposer's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data.

9) Quality Control

The selected Proposer shall develop a quality control, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the FSS Category of the Voucher Program in accordance with 24 CFR 982 and 24 CFR 985. The selected Proposer shall track all related functions of the Voucher Program and all elements of the Agreement with the County, including but not limited to, core functions listed under Regulatory Compliance in Sections 2.5.3 and 2.6.2 in the transitional and ongoing periods, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. At a minimum, this plan should include monitoring the following FSS related areas: waiting list movement, opening of the waiting list, selection from waiting list, determination of eligibility, Income Targeting, briefing and voucher holder education, Reasonable Accommodation Process, voucher issuance, leasing, success rate, and expiration of voucher. The selected Proposer shall provide the plan to PHCD by the Transition Date.

10) Program Files

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

11) Administrative Plan / PHA Plan

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

12) Rent Reasonableness

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

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

13) Family Self-Sufficiency (FSS) Program

The selected Proposer shall update and revise the existing FSS Action Plan and submit to PHCD by the Transition Date in accordance with 24 CFR 984. The selected Proposer shall also review the current administration of the FSS Program, propose any policy changes to PHCD, and develop a plan to correct any program deficiencies noted and submit the plan to PHCD by the Transition Date. Any plans developed for FSS should include implementing the Contracts of Participation and Individual Training and Service Plans.

14) Homeownership Program

The selected Proposer shall propose and conduct an assessment of the Section 8 Housing Choice Voucher Homeownership Program, propose any policy changes to PHCD, and develop a plan to correct any program deficiencies noted and improve procedures in accordance with 24 CFR 982. The selected Proposer shall provide a written summary of its assessment, proposed policy changes, and plan to PHCD by the Transition Date.

15) Customer Service and Complaints Processing

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

16) Litigation

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. The selected Proposer shall be required to hire an attorney(s) to represent the selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

17) Additional Program Functions and Requirements

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

**D. Transitional Activities**

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

1) Transition Plan and Schedule

The selected Proposer shall conduct activities in accordance with the transitional plan and schedule, approved by the PHCD during the preliminary period. Should the selected Proposer be

required to make any changes to the transitional plan and schedule, it shall submit its revisions to PHCD for approval within five (5) business days of notification. The selected Proposer shall remain responsible for completing the services in a timely manner regardless of changes made to the Plan.

2) Project Management

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

3) Regulatory Compliance

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

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

Inspection activities are not included in this category. Any inspections required for FSS tenants will be conducted by the Selected Proposer.

4) Quality Control

On the first day of the transitional period ("Transition Date"), the selected Proposer shall implement the quality control, performance tracking, and reporting plan developed during the preliminary period to ensure the integrity, accountability, and efficiency of Program functions. The selected Proposer shall track all functions of the Program and all elements of the Agreement as a result of this Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.15.3, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards. If during the transitional period the selected Proposer uncovers additional quality control issues or program errors, including prior payment errors to vendors, the selected Proposer shall be responsible for taking necessary actions to correct all errors.

5) Family Self-Sufficiency (FSS) Program

The selected Proposer shall implement the PHCD approved plan developed during the preliminary period.

6) Homeownership Program

The selected Proposer shall implement the PHCD approved plan developed during the preliminary period.

7) VMS Reporting

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

8) FSS Program Files

The selected Proposer shall implement the PHCD-approved plan for transitioning FSS and Homeownership Program files from PHCD and Florida Quadel to the Selected Proposer.

9) PIC Reporting

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

10) SEMAP and Program Performance

The selected Proposer shall take necessary actions to establish the Quality Control sampling and documentation required to support PHCD's Fiscal Year 2014 SEMAP submission for Indicators 14a) Family Self-Sufficiency Enrollment and 14b) Percent of FSS Participants with Escrow Balances in accordance with 24 CFR 985. During the transitional period, the selected Proposer shall prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements. However, the selected Proposer shall not be held responsible for the result of the SEMAP score until FY 2015.

11) Customer Service and Complaints Processing

The selected Proposer shall implement the PHCD approved customer service plan developed during the preliminary period.

12) Information Dissemination

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

13) Applications for Additional Funds

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

14) Financial Management

The selected Proposer shall coordinate with PHCD's Finance Division to prepare to ensure accurate escrow calculations are completed.

15) Staffing and Subcontracting

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

**16) Reporting**

The selected Proposer shall prepare a monthly report due by the tenth of the following month for PHCD that includes the following:

- a) Status Report: all requirements/activities of the transitional plan and schedule.
- b) FSS Enrollment and Escrow Balances: all FSS participants and escrow balances, begin date, and expected graduation date;
- c) Homeownership Activities: Enrollment, Counseling, Bank Approval, Closings, and terminations.
- d) Management Report: significant partnerships, supportive services, program issues, complaint, and litigation; and other program issues identified and/or requested by the Selected Proposer and/or PHCD.
- e) SEMAP Report: status for the following Indicators:
  - 14a – Family Self Sufficiency Enrollment
  - 14b – Percent of FSS Participants with Escrow Balances

**17) Fraud Investigations and Referrals**

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

**18) Litigation and Program Counsel**

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

PHCD will provide a listing of known current, pending, and potential cases to the selected Proposer. The selected Proposer shall not be held responsible for any actions and/or litigation originating under management of the Voucher Program prior to the Transition Date. After the Transition Date, the selected Proposer shall be solely responsible for any actions, claims, and/or litigation resulting from the selected Proposer's administration of the Voucher Program. The selected Proposer shall be required to hire an attorney(s) to represent the selected Proposer and the County's interest. Refer to Article 10, Indemnification and Insurance, of the Agreement.

**19) Information Requests**

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

**20) Representational Activities and PHCD Branding**

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

**E. Ongoing Activities and Functions**1) Project Management

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

2) Regulatory Compliance

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

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

Inspection activities are not included in this category. Any inspections required for FSS tenants will be conducted by the selected Proposer.

3) Quality Control

The selected Proposer shall maintain quality control, performance tracking, and reporting systems to ensure the integrity, accountability, and efficiency of program functions. The selected Proposer shall track all functions of the Voucher Program and all elements of any Agreement as a result of the Solicitation, including but not limited to, core functions listed above under Regulatory Compliance in Section 2.62, HUD reporting requirements, voucher and utilization tracking, partnership and cooperative efforts, and staff performance standards.

4) Family Self-Sufficiency (FSS) Program

The selected Proposer shall implement the PHCD approved plan developed during the preliminary period.

5) Homeownership Program

The selected Proposer shall implement the PHCD approved plan developed during the preliminary period.

- 6) VMS Reporting  
The selected Proposer shall coordinate with PHCD and provide the necessary information to ensure that VMS data is accurate and reported timely during the ongoing period in accordance with PIH Notice 2012-21 and subsequent related notices. PHCD will be responsible for all VMS submissions to HUD
- 7) PIC Reporting  
The selected Proposer shall comply with program requirements for reporting all tenant information to the PIH Information Center (PIC). The selected Proposer shall ensure that PIC data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.
- 8) SEMAP and Program Performance  
The selected Proposer shall maintain the Quality Control sampling and documentation required to support PHCD's SEMAP submissions for Indicators 14a) Family Self-Sufficiency Enrollment and 14b) Percent of FSS Participants with Escrow Balances and prepare a timely SEMAP submission to PHCD for submission to HUD in accordance with SEMAP requirements 24 CFR 985.
- 9) FSS Program Files  
The selected Proposer shall maintain Program files in accordance with the plan approved by PHCD and applicable laws, regulations, and policies.
- 10) Customer Service and Complaints Processing  
The selected Proposer shall handle applicant and prospective landlords calls and complaints in a timely and professional manner, including calls and complaints from the County's 311 service. The selected Proposer shall research and respond to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines
- 11) Information Dissemination  
The selected Proposer shall provide program information for PHCD's website, which shall be the sole website for the Voucher Program. The selected Proposer shall produce letters, notices, flyers, brochures, informational materials, and other printed and/or electronic materials pertaining to the Section 8 Program as necessary and in accordance with its plan developed during the transitional period, subject to PHCD's review and approval.
- 12) Applications for Additional Funds  
The selected Proposer shall assist in the preparation of applications on behalf of PHCD when requested by PHCD for new increments of vouchers, Section 8 Voucher Program funds, grants, or other HUD funds related directly to the Voucher Program.
- 13) Financial Management  
The selected Proposer shall coordinate with PHCD's Finance Division to prepare to ensure accurate escrow calculations are completed.
- 14) Staffing and Subcontracting  
The selected Proposer shall have the full and exclusive authority to hire and/or terminate its Voucher Program staff based on its best business judgment subject to budgetary constraints and in compliance with any labor agreements and federal statutes, including Section 3 of the Housing Act of 1968 as amended. All Voucher Program employees shall be employees of the selected Proposer. The selected Proposer shall have the full and exclusive authority to solicit for and retain subcontractors based on its best business judgment in compliance with federal and State procurement requirements.

15) Reporting

The selected Proposer shall prepare a monthly report due by the tenth of the following month for PHCD that includes the following:

- a) Status Report: all requirements/activities of the transitional plan and schedule.
- b) FSS Enrollment and Escrow Balances: all FSS participants and escrow balances, begin date, and expected graduation date;
- c) Homeownership Activities: Enrollment, Counseling, Bank Approval, Closings, and terminations.
- d) Management Report: significant partnerships, supportive services, program issues, complaint, and litigation; and other program issues identified and/or requested by the Selected Proposer and/or PHCD.
- e) SEMAP Report: status for the following Indicators:
  - 14a – Family Self Sufficiency Enrollment
  - 14b – Percent of FSS Participants with Escrow Balances

16) Fraud Investigations and Referrals for New Admissions

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

17) Litigation

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

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

18) Information Requests

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

19) Representational Activities and PHCD Branding

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

20) Outgoing Plan

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

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

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

## **F. Performance Standards**

### **1) Full Performance**

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

#### **a) Timeliness**

The selected Proposer must meet due dates and timelines, including those identified in the Scope of Services.

#### **b) Quality**

The selected Proposer 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 selected Proposer must submit a complete and well written transition plan and schedule.

#### **d) PIH Information Center (PIC)**

The selected Proposer must achieve a PIC reporting rate of at least 95 percent or other minimum as required by HUD for each month during the transitional and ongoing periods.

#### **e) Customer Service and Complaint Processing**

The selected Proposer must make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for ninety-five percent (95%) of all customer service inquiries or complaints. Additionally ninety-five percent (95%) of high profile written responses to written high profile inquiries and complaints are accurate and issued within 10 to 15 business days.

### **2) Less Than Full Performance**

The selected Proposer shall be considered to have performed at less than a satisfactory level in specific areas and therefore penalized through the withholding of the negotiated fees, as specified below based on the following criteria:

#### **a) Timeliness**

The selected Proposer shall be penalized \$1,000 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services, Tasks, Deliverables, and Reports.

#### **b) Quality**

The selected Proposer shall be penalized \$1,000 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans.

#### **a. PIH Information Center (PIC)**

The selected Proposer shall be penalized ten (10%) of the fees it receives if it fails to achieve a PIC reporting rate for FSS participants and Homeownership participants of at least ninety-five

percent (95%) or other minimum standard required by HUD for each month. The selected Proposer will not be penalized for any data reporting below 95% that occurred prior to 6 months after the Transition Date.

b. Customer Service and Complaint Processing

The selected Proposer shall be penalized one percent (1%) of annual negotiated fees if it fails to make first contact with high profile complainants/customers within 3 business days of receiving an inquiry or complaint for at least 80% of all customer service inquiries or complaints. The Selected Proposer shall also be penalized an additional 1% of annual negotiated fees if they fail to provide accurate written responses to written inquiries by the timeframe below for at least 80% of the high profile written customer service inquiries or complaints within 10 to 15 business days.

c. SEMAP

Receiving 0 points for SEMAP Indicators 14a) FSS Enrollment and 14b) Percent of FSS Participants with Escrow Account Balances for the fiscal year end September 2015 or later during the contract period may result in the termination of the contract. If termination occurs, PHCD may assess a penalty of 25% of the negotiated fees from the final month.

d. Administrative Error

The direct cost of each Administrative Error due to Contractor calculation or other errors made by selected Proposer where HAP Net Restricted Assets must be reimbursed from Unrestricted Net Assets or other nonfederal funds.

Deductions in the form of Liquidated Damages will be imposed each month with the deductions made from next payment made to the Selected Proposer after PHCD determines the amount to be deducted. PHCD reserves the right to develop additional performance standards as necessary throughout the duration of the Contract.

## **2.8 PAYMENT SCHEDULE**

Total leasing in the Voucher Program dictates how the selected Proposer is compensated. The selected Proposer will be paid a percentage of the administrative fees collected on a monthly basis, as services are rendered. The Proposer shall provide pricing on the applicable Form B, Proposal Price Schedule, for the services herein. The price shall be stated as a Percentage of administrative fees received by PHCD. PHCD received \$10,962,940 in administrative fees for Calendar Year 2012. The Proposer shall also provide a complete breakdown by year, of the costs associated with the oversight, management, and operation of the Voucher Program, as stated in the specific Category, the Proposer is proposing on.

## **3.0 RESPONSE REQUIREMENTS**

### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

Note: Any Proposer submitting a proposal for multiple categories (as defined in Section 2.2 and identified in Form A-1) must provide in its proposal, **complete and separate responses** for questions identified in the Proposer Information.

## 4.0 EVALUATION PROCESS

### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of two hundred (200) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance.	35
2. Proposer's Category Specific experience, qualifications, and past performance.	75
3. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25
4. Proposer's approach to providing the services requested in this Solicitation.	40
<u>Price/Financial Criteria</u>	<u>Points</u>
5. Proposer's proposed price by Category.	25

**Proposal will receive a separate score, in each category for which proposal is submitted (refer to Form A-1). Proposals will be ranked on a category by category basis. For example, proposals submitted for the Intake Category will only be ranked against other Intake category proposals.**

### 4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

### 4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access

<http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

**OR**

A Selection Factor is not applicable to this Solicitation.

**OR**

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

#### **4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

#### **4.6 Price Evaluation**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.9 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

#### **b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**6.0 ATTACHMENTS**

Form of Agreement  
Proposal Submission Package