

MEMORANDUM

Agenda Item No. 8(P)(2)


TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving award of two Contracts No. EVN0014230, Section 8 Housing Voucher Services, for Category A and Category B to Quadel Consulting and Training, LLC in the estimated aggregate amount of \$366,400,000.00 for an initial five-year term with one, five-year option to renew for the Department of Housing and Community Development; and authorizing the County Mayor to exercise all provisions of the contracts, including any cancellations, renewals, or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.




Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Date: March 17, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Recommendation to Award Two Contracts for Section 8 Housing Voucher Services

Summary

This item is for the purchase of oversight and management services for the Section 8 Housing Choice Voucher Program (Voucher Program). The services for the Voucher Program are divided into two categories: Category A -Intake, Case Management and Family Self-Sufficiency Services, and Category B - Inspection Services. This federally-funded program, administered locally by Miami-Dade County Department of Housing and Community Development (HCD), provides rental assistance to low-income families, the elderly, and individuals with disabilities. Funding for the program is provided by the U.S. Department of Housing and Urban Development (HUD). In accordance with federal procurement guidelines under 2 CFR Part 200, this replacement contract was competitively re-solicited.

Approval of these contracts will directly benefit Miami-Dade County residents, landlords, and the community. The Voucher Program plays a critical role in reducing homelessness by enabling eligible participants to access safe, decent, and sanitary housing in the private rental market at an affordable cost. Additionally, the program promotes long-term housing stability, allowing families to focus on employment, education, and health-related goals.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0014230, Section 8 Housing Voucher Services*, to Quadel Consulting and Training, LLC in the amount of \$366,400,000 for a term of five years, with one, five-year option to renew for HCD. This contract will replace *Contract No. RFP-01132* approved by the Board via Resolution No. R-1221-19.

Background

HCD utilizes this contract to purchase services that are essential for administering and managing the Voucher Program. The services provided under this contract include intake, case management, family self-sufficiency services, and inspections. The awarded vendor will manage and operate the Voucher Program's waiting list, provide intake and new admissions services, and conduct ongoing tenant services, such as annual and interim re-examinations to maintain tenant participation in the program.

A Request for Proposals (RFP) was issued under full and open competition on April 30, 2025. The RFP requested proposals for two categories: Category A - Intake, Case Management and Family Self-Sufficiency Services and Category B - Inspection Services. Proposers were allowed to submit for one or both categories and could be awarded more than one category. On the closing date of July 21, 2025, the County received proposals from six vendors. Upon review of the proposals received, staff identified potential responsiveness issues with proposals from five of the proposers and requested a legal review on July 31, 2025. On September 11, 2025, the County Attorney's Office (CAO) opined that the proposals from Millburn Harbor, Inc. (Millburn), with respect to Category A, and Apex One Home Inspections Corp. (Apex) were non-responsive. Specifically, Millburn's proposal was deemed non-responsive for Category A due to its modification of the offer validity period, which constituted a material deviation from the requirements. Apex failed to submit technical and pricing information.

The remaining responsive proposals were evaluated by the Competitive Selection Committee (Committee). The scoring meeting was conducted on September 25, 2025, followed by oral presentations and final scoring on October 1, 2025. Negotiations concluded on October 24, 2025. The highest-ranked proposer, Quadel Consulting and Training, LLC, is recommended for award of both categories. A copy of the Coordinator's Report is attached. A formal bid protest was filed by Nan McKay & Associates, Inc. on January 20, 2026, but was subsequently withdrawn on February 12, 2026.

The awarded vendor will deliver comprehensive support services to ensure the effective and compliant operation of the Voucher Program. Key responsibilities include determining participant eligibility, providing support to tenants and landlords, coordinating inspections, monitoring compliance, preparing and submitting required reports. Inspection services will encompass initial, annual, and special inspections to ensure that all housing units meet HUD's Housing Quality Standards.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$146,400,000. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative value will be \$366,400,000. The contract allocation is an estimate based on projected funding, including administrative fees, from HUD for oversight and management of the Housing Voucher Program. The vendor will be paid 59.75% and 7.25% of the administrative fee that HCD receives from HUD for Category A and Category B services, respectively, and adjusted based on performance in accordance with the contract. The current contract is valued at \$141,181,867 for a six-year and six-month term and expires on June 30, 2026. The amount of funding received from HUD varies annually, and the annualized allocation under the proposed contract is higher than the current contract due to anticipated increases in funding from HUD.

Department	Allocation	Funding Source	Budgeted	Contract Manager
HCD	\$366,400,000	Federal Funds	FY 2025-26 Adopted Budget and Multi-Year Capital Plan, Page 181, Contractual Services	Crystal Coleman
Total	\$366,400,000			

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreements and exercise all provisions of the contract, including any cancellations, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. Local preference was not applicable to the solicitation due to the federal funding. However, per the contract requirements for Category A, the awarded vendor is required, upon contract execution, to establish local office locations in central, north, and south Miami-Dade County to support the delivery of awarded services, such as in-person interaction with voucher applicants and participants.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Quadel Consulting and Training, LLC	10 W. Market Street Suite 750 Indianapolis, IN	None	0	Troy Gregory
			0%	

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

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Apex One Home Inspections Corp.	Yes	Deemed non-responsive by the CAO (opinion attached)
CGI Federal, Inc.	No	Evaluation Scores/Ranking (Category A/B)
McCright & Associates, LLC	No	Evaluation Scores/Ranking (Category A/B)
Millburn Harbor, Inc.	No	Deemed non-responsive by the CAO (Category A) (opinion attached) Evaluation Scores/Ranking (Category B)
Nan McKay & Associates, Inc.	Yes	Evaluation Scores/Ranking (Category A/B)

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

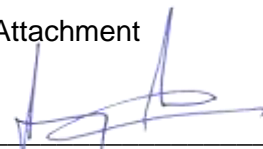
Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include performance-based incentives and disincentives.

Pursuant to Resolution No. R-252-25, pursuing piggybacking opportunities is not recommended for various reasons, to include but not limited to, the potential for non-compliance with federal procurement regulations, and misalignment between the original of scope of work and service levels. No contracts were identified for accessing.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference did not apply.
- The Living Wage Ordinance does not apply.

Attachment



 Jimmy Morales
 Chief Operating Officer

Memorandum



Date: October 15, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Coleen Christie *Coleen Christie*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0014230; Section 8 Housing Voucher Services

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on April 30, 2025 on behalf of Housing and Community Development Department (HCD), to obtain proposals from qualified firms to provide for the oversight and management of the Section 8 Housing Choice Voucher Program. The County anticipates awarding two contracts, one contract for each category, with a contract term of five years, with one, five-year option to renew. Category A will provide Intake, Case Management and Family Self-Sufficiency Services, and Category B will provide Inspection Services. Proposers were allowed to submit proposals for one or both categories and could be awarded more than one category.

On July 21, 2025, proposals from six firms were received in response to the solicitation, five for Category A, five for Category B, and one failed to identify any category and failed to submit technical and financial information. The Competitive Selection Committee (Committee) has completed the evaluation of the responsive proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

August 25, 2025 (Kick-off)

September 25, 2025 (Evaluation and Preliminary Scoring)

October 1, 2025 (Oral Presentations, Scoring and Recommendation)

Verification of compliance with contract measures:

No contract measures were assigned to this solicitation due to funding source.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have any minimum qualification requirements.

Five proposals were forwarded to the County Attorney's Office (CAO) for review. The CAO deemed Apex One Home Inspections Corp., non-responsive for failure to provide the Price Proposal Schedule in accordance with the terms of the solicitation. The CAO deemed Millburn Harbor Inc. non-responsive in Category A due to shortening the proposal validity period. A copy of the CAO's opinion is attached.

Local Certified Veteran's Business Enterprise Preference:

Not applicable due to funding source.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to OIG on July 23, 2025. A response was received on July 25, 2025 advising that no reports were found.

Staff submitted a request to COE on July 23, 2025. A response was received on July 28, 2025 advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:

Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee member’s completed Neutrality Affidavits and Resumes to OCA. A response from OCA was received advising that no conflicts of interest were identified.

Summary of scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The preliminary scores are as follows:

Pre-Oral Presentations
Category A

Proposer	Technical Score <i>(max 425)</i>	Price Score <i>(max.75)</i>	Total Combined Score <i>(max.500)</i>	Percentage of Administrative Fees
1. Quadel Consulting and Training, LLC	372	67	439	59.75%
2. CGI Federal, Inc.	348	66	414	59.50%
3. Nan Mckay & Associates, Inc.	340	62	402	67.50%
4. Mccright & Associates, LLC	269	62	331	61.00%

Pre-Oral Presentations
Category B

Proposer	Technical Score <i>(max 425)</i>	Price Score <i>(max.75)</i>	Total Combined Score <i>(max. 500)</i>	Percentage of Administrative Fees
1. Quadel Consulting and Training, LLC	372	71	443	7.25%
2. Mccright & Associates, LLC	365	68	433	7.00%
3. CGI Federal, Inc.	371	59	430	9.00%
4. Nan Mckay & Associates, Inc.	352	72	424	5.50%
5. Millburn Harbor, Inc.	198	44	242	10.21%

The contract fiscal impact is expected to exceed \$25,000,000 per year, and the scoring differential between the two highest-ranked proposers did not exceed ten percent (10%). Pursuant to Resolution No. R-208-25, oral presentations were held with the three highest-ranked Proposers.

The final scores are as follows:

Post-Oral Presentations
Category A

Proposer	Technical Score <i>(max 425)</i>	Price Score <i>(max.75)</i>	Total Combined Score <i>(max.500)</i>	Percentage of Administrative Fees
1. Quadel Consulting and Training, LLC	373	67	440	59.75%
2. CGI Federal Inc	348	66	414	59.50%
3. Nan Mckay & Associates Inc	344	62	406	67.50%

Post-Oral Presentations
Category B

Proposer	Technical Score <i>(max 425)</i>	Price Score <i>(max.75)</i>	Total Combined Score <i>(max. 500)</i>	Percentage of Administrative Fees
1. Quadel Consulting and Training, LLC	370	71	441	7.25%
2. Mccright & Associates, LLC	368	68	436	7.00%
3. CGI Federal Inc	368	59	427	9.00%

Upon review of scores, there were no variances identified for the top three raked firms that exceeded 33% of the average score by all Committee members by criteria.

Local Preference:

Not applicable due to federal funding.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator’s notification; initial scoring within 30 calendar days of Selection Committee Coordinator’s completion of required reviews; and final scoring at any additional meetings required within 15 calendar days of initial scoring meeting, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee’s Name	Employee’s Department
Lizette Capote	HCD
Tyler Moroles	HCD
April Rogers	HCD
Christina Salinas-Cotter	HCD
Carla Valle-Schwenk	OMB

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions*, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	July 21, 2025	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	July 31, 2025	10	10
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	July 23, 2025	10	3
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD within three business days of request	July 28, 2025 July 29, 2025	3*	3* 4*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	August 5, 2025	NA	NA

<u>Task</u>	Date	Number of Days* per I.O.	Actual Number of Days*
OCA returned background checks to SPD	August 13, 2025	5*	6*
CAO provided opinion to SPD	September 11, 2025	30	41
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	September 25, 2025	30	14
Additional scoring meeting (post orals)	October 1, 2025	15	6

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

One Committee member returned the neutrality affidavit one day late due to scheduled leave, however the affidavit was provided to SPD within one day of returning to the office.


Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Quadel Consulting and Training, LLC for both Category A and Category B.

The Selection Committee Coordinator and Victor Atkins, HCD Assistant Director will participate in the negotiations. Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee’s recommendation is requested.

Approved



Digitally signed by Namita Uppal
 DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidadegov, c=US
 Date: 2025.10.21 17:35:19 -04'00'

 Namita Uppal, C.P.M.
 Director and Chief Procurement Officer

 Date

Date: September 11, 2025

To: Coleen Christie
Procurement Contracting Officer – Strategic Procurement Department

From: Chiyel R. A. Hayles
Terrence A. Smith
Assistant County Attorneys

Subject: Request for Responsiveness Determination on RFP No. EVN0014230 Section 8 Housing Voucher Services

You have asked this office if the respective bids submitted by each of Apex One Home Inspections Corp (“Apex”), CGI Federal Inc. (“CGI”), Nan McKay & Associates Inc (“NMA”), McCright & Associates, LLC (“McCright”), and Millburn Harbor Inc. (“Millburn”) in response to the Request for Proposals Solicitation No. EVN0014230 Section 8 Housing Voucher Services (the “solicitation” or “RFP”) are legally responsive with regards to the concerns you highlighted in your July 31, 2025 memorandum. We rely on that memo, the terms of the solicitation itself, the bids submitted by the bidders named above, and our meeting of August 26, 2025.

As described in more detail below: Apex’s proposal is not responsive for failure to provide any substantive (let alone material) information in response to (let alone required by) the solicitation, Millburn’s proposal is not responsive due to shortening the period they would hold it open, but we do not render the proposals submitted by CGI, NMA, or McCright to be non-responsive on account of the respective potential issues you shared.

I. Background

The solicitation sought to establish two contracts with qualified firms for the oversight and management of the Section 8 Housing Choice Voucher Program, one for Category A - Intake, Case Management and Family Self-Sufficiency Services and another for Category B - Inspection Services. Proposers were permitted to propose for one or both categories and could be selected for one or both. Each of these contract categories was independent from the other and to be awarded individually.

II. Apex

Apex apparently failed to submit any pricing information and otherwise submit a proposal in accordance with terms of the solicitation; instead, they provided little more than regulatory certifications and basic name and contact information for the company. No Price Proposal Schedule (or the Proposer Information Section) was included in their bid for either service category. Such a deviation that lacks price – a material term of the solicitation – deprives the County of any assurance that the proposal will result in a contract that will be entered into,

performed, and guaranteed in accordance with the RFP's requirements. Because no price was proposed for the County to evaluate, Apex's proposal is not responsive.

III. CGI

a. Exceptions

By the express terms of the Solicitation, a proposer's inclusion of exceptions does not render a proposal non-responsive. CGI's bid provided detailed exceptions to: (a) numerous provisions in the solicitation's form of agreement, including Articles 8 – Pricing, 9 – Method and Times of Payment, 10 – Indemnification and Insurance, 11 – Manner of Performance, and 23 – Termination and Suspension of Work, among others, and (b) several sections of solicitation Section 2.0 Scope of Services.

While some of these exceptions may materially vary the terms the County advertised, the fact that the proposer took exception does not in itself make its bid not responsive. In fact, the solicitation addressed this possibility explicitly: the solicitation permitted Proposers "to take an exception to any of the terms of this Solicitation" should they "clearly indicate the exception in its Proposal. The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive." (RFP, Section 1.3)

Ultimately, the County may either entertain exceptions in further negotiations or alternatively disregard them by treating the response as an offer to meet the terms the County solicited, according to the terms of the solicitation. While some may be ultimately accepted by the County after negotiations, others cannot be accepted as they are material deviations from the terms of the Solicitation. The County's Selection Committee should be made aware of the exceptions made throughout CGI's proposal, and at the conclusion of negotiations, the only contract that can be accepted is one that does not materially deviate from the terms of the Solicitation, regardless of what CGI proposed. "The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the County during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation." (*Id.*)

b. Separate and Combined Pricing for Service Categories

As noted, the solicitation required proposers to submit a separate price proposal schedule for each category in which they proposed services. CGI not only submitted a separate price proposal schedule for Category A and Category B, but they also provided a combined price proposal schedule with discounted pricing should the County award CGI contract(s) for both categories of services. CGI followed instructions by provided the County with the segregated pricing that was required and as such their price proposals are responsive. CGI's inclusion of an alternative pricing does not impact that responsiveness; it is simply a pricing incentive that the County may consider if it wishes. Proposers are free to go above and beyond the scope of the solicitation in this manner, and neither the County nor other bidders (who could have also provided

a pricing incentives) are disadvantaged by this inclusion. As the solicitation states, the price proposal would be evaluated with respect to the value of the proposed services, and 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.” (*Id.*)

c. Confidentiality

In its proposal, CGI purported to restrict its response as confidential, unless they would be awarded the resulting contract (or a contract relating to the information CGI submitted):

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate the proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.” (See CGI response, p. 657)

However, CGI signed the Acknowledgement of Waiver of Confidentiality and Trade Secret Treatment of Proposal in the proposal submittal form completed as part of its response (CGI response, p. 5). The waiver states in part:

“[A]ll material submitted as part of, or in support of, the Proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public. **By submitting a Proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records.** In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.” (emphasis in the original) (CGI response, pp. 4-5)

This signed Acknowledgement of Waiver controls over any reservation in the proposal to the contrary, and thus the fact that proposers indicate that portions of their proposals are confidential is waived and of no consequence. Because the attempt to impose confidentiality is null, there is no live issue of responsiveness and such attempt does not render CGI’s response non-responsive for that reason.

IV. NMA

Confidentiality

With respect to financial statements submitted to demonstrate financial capacity, NMA “request[ed] that the financial documents provided remain confidential.” (NMA response, p. 219) We note that this is a request rather than an attempted mandate. Even if NMA intended to require the County to keep its company financials confidential, NMA (like CGI in the discussion in III.c

above) expressly waived any claim that any portion of its response is confidential when it signed the Acknowledgement of Waiver. (NMA response, p. 5)

V. McCright

Note that McCright submitted two separate proposal packets for both categories of services, but some of the language presenting the potential issues you've raised for both proposals are nearly identical and so are analyzed together where applicable. Note also that the solicitation's Price Proposal Schedule for each category are also nearly identical to each other, so citations to this schedule below refer to both schedules.

a. Exceptions to Pricing

i. *Requirement for Proposed Price as Percentage of Administrative Fee*

The solicitation provides for a payment structure for each category of service that is a percentage of certain administrative fees received by the County Department of Housing and Community Development ("HCD"), as follows:

"The Proposer shall state its price as a percentage of the Administrative Fees received by HCD (refer to Section 2.12, Payment Schedule), for providing *all services under the ...Category*, as stated in Section 2.0, Scope of Services of the Solicitation." (emphasis added) (RFP, Form B Price Proposal Schedule, Note 5)
"The selected Proposer will be paid a percentage of the total Administrative Fees received by HCD. Payments to the selected Proposer shall be made monthly." (RFP, Section 2.12)

"Proposer's percentage fee shall remain firm and fixed for the initial term of the contract, including any option-to-renew and any extension periods" although payment may be adjusted "incentives or disincentives calculated on a monthly basis, as stated" in the solicitation. (RFP, Form B Price Proposal Schedule, Notes 1 & 2)

Administrative Fee Note: HCD received \$23,911,308 in total Administrative Fees for Calendar Year 2024; the current Administrative Fee percentage paid to the contractor for Category A is 65%, and for Category B is 7.34% of the total Administrative Fee received by HCD. Any amounts stated are contingent upon federal grant allotment to the County." (RFP, Section 2.12)

Further, the instructions to, and formatting of, the solicitation Price Proposal Schedule limited the form to only permit filling in a blank to indicate a percentage. (The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.")

McCright did propose a price as a percentage of the administrative fees (61%) in the pricing schedule for Category A, but elsewhere in a ‘Solicitation Exceptions’ section took exception in setting a floor for the minimum amount they would be paid each month even if their proposed percentage in a given month would result in an amount less than \$1,215,500: “Exception: We propose McCright shall invoice the agency the greater of \$1,215,500 per month or 61% of the Administrative Fees in place at the time of billing.”(McCright Category A response, Section 3.6) Similarly with respect to Category B, McCright took exception from its offered price of 7% of administrative fees by “propos[ing] that if HCD Administrative Fee funding is reduced by more than 7%, the Administrative Fee rate be renegotiated.” (McCright Category B response, Section 11.1)

Despite their own express recognition of this ‘exception’, McCright attempted to distinguish this from a true exception by calculating that floor price from the current fees received by the County for 2024: “Our pricing assumes a minimum compensation of 61% of the current Administrative Fees annually to ensure financial viability in providing intake, case management, and family self-sufficiency services in line with the [solicitation].... This assumption is not an exception to the pricing methodology but a prudent fiscal safeguard aligned with the goal of uninterrupted, compliant, and outcome-driven program.” (*Id.*) Although McCright stated its price as a percentage of administrative fees received by HCD technically, the solicitation is clear that the pricing is to be a function of the administrative fees HCD will receive during the term of the awarded contract since the “amounts stated are subject to funding” and “federal grant allotment to the County.” McCright is aware that the fees HCD would receive during the contract could theoretically be less than the current fees but aims to create a floor that could effectively raise the percentage of the fees HCD receives under the contract. The solicitation was clear that instead the proposed percentage would remain fixed over the term of the contract. Thus, the price proposal that departs from the percentage pricing required by the County is an exception.

However, as discussed in III.a above, the inclusion of exceptions alone would not render responses to this solicitation non-responsive. The County would either treat the exception as an offer to negotiate or disregard the exception and consider only the term that conforms with the solicitation (for example, where the exception would materially deviate from the terms of the solicitation).

ii. *Start-Up Costs and Billing Prior to Rendering Services*

In addition to requiring that Proposers price their services as a fixed percentage of the administrative fees, the solicitation further provided that Proposers must cover certain of their own overhead costs for “initial tasks”, and that the County would not reimburse any out-of-pocket expenses (such that Proposers would need to factor those costs into their proposed percentage pricing if they want to be compensated for such):

“The selected Proposer shall take necessary actions to hire and train staff needed to facilitate the services awarded under this Solicitation at the sole expense of the selected Proposer.” (RFP, Section 2.4.1)

“The selected Proposer will be fully responsible for securing suitable office spaces in these areas at their own expense.” (RFP, Section 2.4.2)

“If the Proposer transitions any paper documents to a digital or electronic format, they must also ensure compliance with all applicable records disposition rules and federal records retention laws. The selected Proposer shall be responsible for purchasing or leasing scanning equipment that is compatible with the County’s software solution.” (RFP, Section 2.4.3)

“All out-of-pocket expenses, including without limitation, the cost of office space, materials, employee travel, per diem, and miscellaneous costs and fees, must be included in the Proposer’s price, as they shall not be reimbursed separately by the County.” (RFP, Form B Price Proposal Schedule, Note 5)

However, McCright took exception to the requirement to bear certain costs at its sole expense and proposed that they be paid \$281,575 per month for certain transition-related activities they would undertake, “which is outside of the pricing presented on form B-1 Price Proposal Schedule.” (McCright Category A response, Proposer Information Section - Section 17; Section 3.6.2) McCright reasoned that “portal development, staff hiring and training, office setup, technology implementation, and vendor transition will take place over an approximate 120 day period... prior to full management of the program on July 1, 2026.” (*Id.*) McCright took virtually the same exception for Category B services, “propos[ing] \$75,000 in start-up funds be allocated for the transition period between contract award and commencement of services, outside of the pricing presented on form B-2 Price Proposal Schedule” in order to support “staff hiring and training, technology implementation (e.g., eMIMS™ configuration and integration with HCD’s systems), and vendor transition.” (McCright Category B response, Section 11.2)

These exceptions directly contradict the solicitation’s requirement that hiring, training, and office set-up expenses be solely borne by the proposer. Again, however, the proposer’s inclusion of that exception would not render their bid non-responsive. Generally with respect to this solicitation, the County may negotiate regarding an exception taken by a proposer unless the exception materially varies the material terms of the solicitation. and would cause the County to compensate the selected proposer not for additional services (which, if offered by the proposer, the County may consider at its option per RFP Section 2.13) but for costs separate and apart from the services¹ solicited in contravention of the solicitation’s express prohibition of pricing such costs outside of the fixed percentage price.

In addition, this exception for pricing start-up costs at another monthly rate differs from the solicitation’s requirement of proposing only one fixed percentage price (for each respective service category). (See discussion in V.a.i above)

¹ Note that while the solicitation requires the selected proposer to submit a transition plan and schedule that may relate to the start-up activities McCright described and instructed proposers to assume that the transition would take 120 days from the notice to proceed, that obligation would appear to be a contract requirement rather than a service. (See RFP, Section 2.8.3 & Addendum No. 5 – Q. 75) Indeed, “[t]he Notice to Proceed signifies the official start of project activities, establishing timelines and responsibilities, and ensuring that all required services align with the County’s objectives for timely and effective program administration.” (RFP, Section 2.8)

This exception would also alter the timing of the payment set forth in the solicitation. “McCright [took] exception to ...[the] start date of billing, assuming billing will begin for the 120 day startup period” and proposed that “pricing for the transition period between contract award and commencement of services be paid monthly beginning March 1, 2026.” (McCright Category A response, Proposer Information Section - Section 17; Section 3.6.2) In contrast, the solicitation contemplated an “anticipated start date” of July 1, 2026 for the awarded contract term and service delivery, the day after the incumbent vendor’s (NMA) contract expires. (RFP, Addendum No. 5 – Q. 34, 35 & 36) In effect, the exception would cause the County to compensate the proposer prior to rendering any advertised services (and compensate the incumbent and new vendor simultaneously).

b. Confidentiality

Like NMA CGI above, McCright “request[ed] that the financial documents [provided] remain confidential.” (McCright Category A response, Section 4.2) McCright also attached an inspection form watermarked with “CONFIDENTIAL & PROPRIETARY” on those pages. (See McCright Category B response, document p. 127) As described in III.c a and IV above, McCright’s signing of the Acknowledgement of Waiver expressly waived any claim that its submittal was ‘confidential, proprietary or a trade secret’ and therefore its ineffective request for confidentiality does not render its response not responsive for that reason. (McCright response, p. 5).

VI. Millburn

a. Offer Period

The solicitation required that bids remain open for 180 days after the submission deadline, whereas Millburn definitively indicated that its response (at least with respect to Category A services) would only be open for 120 days after the deadline. According to the solicitation,

“Proposer’s Proposal 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 and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.” (RFP, Section 1.3)

However, in Millburn’s cover letter to the portion of its response that was submitted for Category A services, they wrote “...our bid is valid for 120 days after submission.” Since Millburn submitted its response on the deadline, it purported to hold its bid open for 60 days shorter than the offer period required by the solicitation, a nearly two-month reduction.

In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. (See Robinson Elec. Co. v. Dade County, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982)) The determination of whether a variance or irregularity is minor is fact specific and may differ from

bid to bid. Florida courts have used a two part test to determine if a specific noncompliance in a bid would constitute a substantial and, thus, nonwaivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers. (See Glatstien v. City of Miami, 399 So. 2d 1005 (Fla. 3d DCA 1981))

Here, to shorten the offer window by one third would be a material deviation from the terms solicited as it would deprive the County of its assurance that a contract will be entered into according to the County's specified requirements (e.g., its pre-award timeline), and leave other (actual and potential) bidders at a competitive disadvantage with respect to the terms of their offer or their ability to make an offer at all. Perhaps other bidders specifically tailored their proposals to the 180-day offer period (for example, a higher price may be offered to account for the risk of cost fluctuations over roughly six months than the price that would be selected for a 120-day offer period) or perhaps a potential bidder decided not to bid because it could not keep its offer open for 180 days due to its assessment of opportunity costs. To deviate in the manner Millburn attempted for their proposal exclusively would unfairly put Millburn at an advantage to others who bid or otherwise would have bid if the offer period were shortened for everyone.

b. Financial Statements

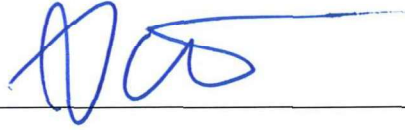
The solicitation required that "Proposer[s] must provide information for [the relevant] Category...to be considered for award of a contract under [that] Category." (RFP, Proposer Information Section) Immediately thereafter, the solicitation listed itemized requests for information such as explanations or particular deliverables to attach. One such item was a request for the company's financials and related information on the proposer's financial condition (or if financials are unavailable, an income tax return in lieu of the foregoing):

"Proposer shall provide 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 any changes in the financial condition. A copy of the most recent business income tax return will be accepted if the financial statements are unavailable." (RFP, Proposer Information Section, Section 19)

Millburn failed to provide any of the three deliverables above (financial statements, written confirmation, or tax return). However, the failure to submit company financial statements or tax returns does not automatically render a bid non-responsive. That missing information would implicate the question of responsibility rather than responsiveness. "Issues of responsibility are fundamentally ones of business judgment and policy and should not be covered in responsiveness determinations of the County Attorney's Office." (Implementing Order 2-13 effective July 16, 2023) After bid submission but prior to award, Millburn would be able to submit such materials so long as it depicted what, at the time of submission, would have been the appropriate period under review.



Chiyel R. A. Hayles



Terrence A. Smith

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS
COMPOSITE SHEET

PRE-ORALS

EVALUATION (PROPOSERS CRITERIA)	CATEGORY A					
	Maximum Points Per Member	Maximum Total Points (Five (5) members)	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	125	95	98	73	110
2. 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	15	75	66	63	56	69
3. Proposer's approach to providing the Services requested in this Solicitation	30	150	118	117	94	126
4. Financial Capacity	15	75	69	62	46	67
Total Technical Points	85	425	348	340	269	372
Proposer's proposed price (submitted as a percentage)	15	75	66	62	62	67
TOTAL POINTS	100	500	414	402	331	439
CATEGORY A			2	3	4	1

Signature: Coleen Christie Print Name: Coleen Christie Date: 9,25,25
 Selection Committee Coordinator
 Signature: Princess Brown Print Name: Princess Brown Date: 9,25,25
 Reviewer

**SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS**

**COMMITTEE MEMBER NAME: Tyler Morles
PRE-ORALS**

CATEGORY A					
EVALUATION CRITERIA)	(PROPOSERS	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC
	Maximum Points	21	22	10	23
1. Proposer's relevant experience, qualifications, and past performance	25				
2. 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	15	14	13	10	14
3. Proposer's approach to providing the Services requested in this Solicitation	30	26	24	15	27
4. Financial Capacity	15	15	13	10	15
Total Technical Points	85	76	72	45	79
Proposer's proposed price (submitted as a percentage)	15	12	13	10	12
Total Points	100	88	85	55	91

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Lizette Capote
PRE_ORALS

CATEGORY A						
EVALUATION CRITERIA (PROPOSERS)	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC	
1. Proposer's relevant experience, qualifications, and past performance	25	19	17	14	20	
2. 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	15	13	13	11	14	
3. Proposer's approach to providing the Services requested in this Solicitation	30	21	20	16	22	
4. Financial Capacity	15	13	13	7	13	
Total Technical Points	85	66	63	48	69	
Proposer's proposed price (submitted as a percentage)	15	13	14	15	13	
Total Points	100	79	77	63	82	

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SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: April Rogers

PRE-ORALS

CATEGORY A					
EVALUATION (PROPOSERS CRITERIA)	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	19	20	17	21
2. 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	15	13	12	13	13
3. Proposer's approach to providing the Services requested in this Solicitation	30	23	22	20	22
4. Financial Capacity	15	14	13	10	14
Total Technical Points	85	69	67	60	70
Proposer's proposed price (submitted as a percentage)	15	13	13	12	14
Total Points	100	82	80	72	84

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Christina Salinas-Cotter

PRE-ORALS		CATEGORY A				
EVALUATION CRITERIA	(PROPOSERS)	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC	
	Maximum Points	19	20	17	23	
1. Proposer's relevant experience, qualifications, and past performance	25					
2. 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	15	13	12	11	15	
3. Proposer's approach to providing the Services requested in this Solicitation	30	24	25	20	28	
4. Financial Capacity	15	13	11	8	11	
Total Technical Points	85	69	68	56	77	
Proposer's proposed price (submitted as a percentage)	15	15	10	13	14	
Total Points	100	84	78	69	91	

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Carla Valle-Schwenk

PRE-ORALS						
CATEGORY A						
EVALUATION CRITERIA (PROPOSERS)	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC	
1. Proposer's relevant experience, qualifications, and past performance	25	17	19	15	23	
2. 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	15	13	13	11	13	
3. Proposer's approach to providing the Services requested in this Solicitation	30	24	26	23	27	
4. Financial Capacity	15	14	12	11	13	
Total Technical Points	85	68	70	60	76	
Proposer's proposed price (submitted as a percentage)	15	13	12	12	14	
Total Points	100	81	82	72	90	

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS
COMPOSITE SHEET
PRE-ORALS

PROPOSERS		CATEGORY B					
EVALUATION CRITERIA	Maximum Points Per Member	Maximum Total Points (Five (5) members)	CGI FEDERAL INC	NAM MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	MILLBURN HARBOR INC.	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	125	107	107	117	64	110
2. 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	15	75	68	63	68	44	69
3. Proposer's approach to providing the Services requested in this Solicitation	30	150	127	117	125	77	127
4. Financial Capacity	15	75	69	65	55	13	66
Total Technical Points	85	425	371	352	365	198	372
Proposer's proposed price (submitted as a percentage)	15	75	59	72	68	44	71
TOTAL POINTS	100	500	430	424	433	242	443
CATEGORY B		3	4	2	5	1	

Signature: Coleen Okwabi Print Name: Coleen Christie Date: 9.25.25
 Selection Committee Coordinator
 Signature: Princess Brown Print Name: Princess Brown Date: 9.25.25
 Reviewer

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Lizette Capote
PRE-ORALS

CATEGORY B						
PROPOSERS	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	MILLBURN HARBOR INC.	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	17	19	22	9	23
2. 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	15	14	14	15	13	15
3. Proposer's approach to providing the Services requested in this Solicitation	30	20	19	22	13	22
4. Financial Capacity	15	13	13	12	13	13
Total Technical Points	85	64	65	71	48	73
Proposer's proposed price (submitted as a percentage)	15	12	13	14	11	14
Total Points	100	76	78	85	59	87

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

**COMMITTEE MEMBER NAME: Tyler Moroles
PRE-ORALS**

CATEGORY B						
PROPOSERS	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	MILLBURN HARBOR INC.	QUADEL CONSULTING AND TRAINING, LLC	
EVALUATION CRITERIA	Maximum Points					
1. Proposer's relevant experience, qualifications, and past performance	25	23	25	10	23	
2. 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	15	13	15	5	13	
3. Proposer's approach to providing the Services requested in this Solicitation	30	26	27	15	27	
4. Financial Capacity	15	15	13	0	15	
Total Technical Points	85	77	80	30	78	
Proposer's proposed price (submitted as a percentage)	15	15	14	5	14	
Total Points	100	92	94	35	92	

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SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: April Rogers

PRE-ORALS

CATEGORY B						
PROPOSERS	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	MILLBURN HARBOR INC.	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	22	24	25	15	23
2. 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	15	12	13	13	7	13
3. Proposer's approach to providing the Services requested in this Solicitation	30	23	24	23	16	25
4. Financial Capacity	15	14	14	10	0	14
Total Technical Points	85	71	75	71	38	75
Proposer's proposed price (submitted as a percentage)	15	11	14	13	10	14
Total Points	100	82	89	84	48	89

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SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Christina Salinas-Cotter

		PRE-ORALS					CATEGORY B				
PROPOSERS	EVALUATION CRITERIA	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	MILLBURN HARBOR INC.	QUADEL CONSULTING AND TRAINING, LLC				
	1. Proposer's relevant experience, qualifications, and past performance	25	23	20	24	16	22				
	2. 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	15	14	12	13	9	14				
	3. Proposer's approach to providing the Services requested in this Solicitation	30	28	22	27	18	27				
	4. Financial Capacity	15	13	11	9	0	11				
	Total Technical Points	85	78	65	73	43	74				
	Proposer's proposed price (submitted as a percentage)	15	11	15	13	10	14				
	Total Points	100	89	80	86	53	88				

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EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Carla Valle-Schwenk

PRE-ORALS CATEGORY B						
PROPOSERS	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	MCCRIGHT & ASSOCIATES LLC	MILLBURN HARBOR INC.	QUADEL CONSULTING AND TRAINING, LLC	
Maximum Points	21	21	21	14	19	
1. Proposer's relevant experience, qualifications, and past performance	14	11	12	10	14	
2. 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	28	26	26	15	26	
3. Proposer's approach to providing the Services requested in this Solicitation	14	12	11	0	13	
4. Financial Capacity	77	70	70	39	72	
Total Technical Points	85	85	84	47	87	
Proposer's proposed price (submitted as a percentage)	12	15	14	8	15	
Total Points	89	85	84	47	87	

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EVALUATION OF PROPOSALS
COMPOSITE SHEET

POST-ORALS

PROPOSERS		CATEGORY A			
EVALUATION CRITERIA	Maximum Points Per Member	Maximum Total Points (Five (5) members)	CGI FEDERAL INC	IMAN MCKAY & ASSOCIATES INC	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	125	95	102	112
2. 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	15	75	66	63	69
3. Proposer's approach to providing the Services requested in this Solicitation	30	150	118	117	126
4. Financial Capacity	15	75	69	62	66
Total Technical Points	85	425	348	344	373
Proposer's proposed price (submitted as a percentage)	15	75	66	62	67
TOTAL POINTS	100	500	414	406	440
CATEGORY A			2	3	1

Signature: Coleen Christie Print Name: Coleen Christie
 Selection Committee Coordinator
 Signature: Princess Brown Print Name: Princess Brown
 Reviewer

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Tyler Morles
POST-ORALS

CATEGORY A				
PROPOSERS	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	QUADEL CONSULTING AND TRAINING, LLC
EVALUATION CRITERIA				
1. Proposer's relevant experience, qualifications, and past performance	25	21	22	23
2. 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	15	14	13	14
3. Proposer's approach to providing the Services requested in this Solicitation	30	26	24	27
4. Financial Capacity	15	15	13	15
Total Technical Points	85	76	72	79
Proposer's proposed price (submitted as a percentage)	15	12	13	12
Total Points	100	88	85	91

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Lizette Capote
POST-ORALS

CATEGORY A					
EVALUATION CRITERIA	PROPOSERS	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance		25	19	21	22
2. 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		15	13	13	14
3. Proposer's approach to providing the Services requested in this Solicitation		30	21	20	22
4. Financial Capacity		15	13	13	13
Total Technical Points		85	66	67	71
Proposer's proposed price (submitted as a percentage)		15	13	14	13
Total Points		100	79	81	84

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: April Rogers
POST-ORALS

CATEGORY A					
EVALUATION CRITERIA	PROPOSERS	Maximum Points	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance		25	19	20	21
2. 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		15	13	12	13
3. Proposer's approach to providing the Services requested in this Solicitation		30	23	22	22
4. Financial Capacity		15	14	13	14
Total Technical Points		85	69	67	70
Proposer's proposed price (submitted as a percentage)		15	13	13	14
Total Points		100	82	80	84

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Christina Salinas-Cotter

POST-ORALS

CATEGORY A				
PROPOSERS	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	QUADEL CONSULTING AND TRAINING, LLC	
EVALUATION CRITERIA	Maximum Points			
1. Proposer's relevant experience, qualifications, and past performance	25	19	20	23
2. 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	15	13	12	15
3. Proposer's approach to providing the Services requested in this Solicitation	30	24	25	28
4. Financial Capacity	15	13	11	11
Total Technical Points	85	69	68	77
Proposer's proposed price (submitted as a percentage)	15	15	10	14
Total Points	100	84	78	91

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Carla Valle-Schwenk

POST-ORALS

CATEGORY A				
PROPOSERS	CGI FEDERAL INC	NAN MCKAY & ASSOCIATES INC	QUADEL CONSULTING AND TRAINING, LLC	
EVALUATION CRITERIA	Maximum Points			
1. Proposer's relevant experience, qualifications, and past performance	25	17	19	23
2. 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	15	13	13	13
3. Proposer's approach to providing the Services requested in this Solicitation	30	24	26	27
4. Financial Capacity	15	14	12	13
Total Technical Points	85	68	70	76
Proposer's proposed price (submitted as a percentage)	15	13	12	14
Total Points	100	81	82	90

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS
COMPOSITE SHEET

POST-ORALS

CATEGORY B					
PROPOSERS	Maximum Points Per Member	Maximum Total Points (Five (5) members)	CGI FEDERAL INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC
EVALUATION CRITERIA					
1. Proposer's relevant experience, qualifications, and past performance	25	125	106	117	109
2. 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	15	75	68	68	69
3. Proposer's approach to providing the Services requested in this Solicitation	30	150	125	127	126
4. Financial Capacity	15	75	69	56	66
Total Technical Points	85	425	368	368	370
Proposer's proposed price (submitted as a percentage)	15	75	59	68	71
TOTAL POINTS	100	500	427	436	441
CATEGORY B			3	2	1

Signature: <i>Colleen Christie</i>	Print Name: Colleen Christie
Selection Committee Coordinator <i>Princess Brown</i>	Date: 10.01.25

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

**COMMITTEE MEMBER NAME: Lizette Capote
POST-ORALS**

CATEGORY B				
PROPOSERS	Maximum Points	CGI FEDERAL INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC
EVALUATION CRITERIA				
1. Proposer's relevant experience, qualifications, and past performance	25	17	22	23
2. 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	15	14	15	15
3. Proposer's approach to providing the Services requested in this Solicitation	30	20	22	22
4. Financial Capacity	15	13	12	13
Total Technical Points	85	64	71	73
Proposer's proposed price (submitted as a percentage)	15	12	14	14
Total Points	100	76	85	87

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Tyler Moroles
POST-ORALS

CATEGORY B				
PROPOSERS	Maximum Points	CGI FEDERAL INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC
1. Proposer's relevant experience, qualifications, and past performance	25	23	25	22
2. 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	15	14	15	13
3. Proposer's approach to providing the Services requested in this Solicitation	30	26	29	26
4. Financial Capacity	15	15	14	15
Total Technical Points	85	78	83	76
Proposer's proposed price (submitted as a percentage)	15	13	14	14
Total Points	100	91	97	90

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: April Rogers

POST-ORALS

CATEGORY B				
PROPOSERS	CGI FEDERAL INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC	
EVALUATION CRITERIA	Maximum Points			
1. Proposer's relevant experience, qualifications, and past performance	25	25	23	
2. 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	15	13	13	
3. Proposer's approach to providing the Services requested in this Solicitation	30	23	25	
4. Financial Capacity	15	14	14	
Total Technical Points	85	71	75	
Proposer's proposed price (submitted as a percentage)	15	13	14	
Total Points	100	84	89	

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Christina Salinas-Cotter

POST-ORALS

CATEGORY B				
PROPOSERS	CGI FEDERAL INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC	
EVALUATION CRITERIA	Maximum Points			
1. Proposer's relevant experience, qualifications, and past performance	25	24	22	
2. 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	15	13	14	
3. Proposer's approach to providing the Services requested in this Solicitation	30	27	27	
4. Financial Capacity	15	9	11	
Total Technical Points	85	73	74	
Proposer's proposed price (submitted as a percentage)	15	13	14	
Total Points	100	86	88	

RFP No. EVN0014230
SECTION 8 HOUSING VOUCHER SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Carla Valle-Schwenk

POST-ORALS

CATEGORY B				
PROPOSERS	CGI FEDERAL INC	MCCRIGHT & ASSOCIATES LLC	QUADEL CONSULTING AND TRAINING, LLC	Maximum Points
1. Proposer's relevant experience, qualifications, and past performance	21	21	19	25
2. 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	14	12	14	15
3. Proposer's approach to providing the Services requested in this Solicitation	28	26	26	30
4. Financial Capacity	14	11	13	15
Total Technical Points	77	70	72	85
Proposer's proposed price (submitted as a percentage)	12	14	15	15
Total Points	89	84	87	100

Memorandum



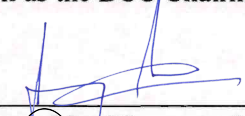
Date: February 27, 2026
To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
From: Nathan Kogon, AICP, Director *NK*
Housing and Community Development Department
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be processed for agenda placement on the March Committee Cycle:

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0014230, SECTION 8 HOUSING VOUCHER SERVICES, FOR CATEGORY A AND CATEGORY B TO QUADEL CONSULTING AND TRAINING, LLC IN THE AMOUNT OF \$366,400,000.00 FOR AN INITIAL FIVE-YEAR TERM WITH ONE, FIVE-YEAR OPTION TO RENEW FOR DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACTS, INCLUDING ANY CANCELLATIONS, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and vital to the Housing and Community Development Department (HCD). Expeditious approval is requested to ensure there is sufficient transition time to the new vendor, as the current contract expires on June 30, 2026. A delay in submitting this item for Committee agenda placement resulted from a formal bid protest being filed by the incumbent on January 20, 2026. The protest was subsequently withdrawn on February 12, 2026, allowing this item to proceed. These federally funded contracts will directly benefit Miami-Dade County residents, landlords, and the community. The Section 8 Voucher Program plays a critical role in reducing homelessness by enabling eligible participants to access safe, decent, and sanitary housing in the private rental market at an affordable cost.


Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Jimmy Morales

Print Name



Approved by Legislative Director or Designee

Demetria Henderson

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(2)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(2)
3-17-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF TWO CONTRACTS NO. EVN0014230, SECTION 8 HOUSING VOUCHER SERVICES, FOR CATEGORY A AND CATEGORY B TO QUADEL CONSULTING AND TRAINING, LLC IN THE ESTIMATED AGGREGATE AMOUNT OF \$366,400,000.00 FOR AN INITIAL FIVE-YEAR TERM WITH ONE, FIVE-YEAR OPTION TO RENEW FOR THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACTS, INCLUDING ANY CANCELLATIONS, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of two Contracts No. EVN0014230, Section 8 Housing Voucher Services, for Category A and Category B, in substantially the forms attached hereto as Exhibits "A" and "B" and made a part hereof, to Quadel Consulting and Training, LLC in the estimated aggregate amount of \$366,400,000.00 for an initial five-year term with one, five-year option to renew for the Department of Housing and Community Development.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contracts, including any cancellations, renewals, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of March, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Chiyel R. A. Hayles
Terrence A. Smith

Contract Title: Section 8 Housing Voucher Services
Contract No. EVN0014230
Category A- Intake, Case Management and Family Self-Sufficiency Services

THIS AGREEMENT for the provision of oversight and management, made and entered into as of this _____ day of _____ by and between Quadel Consulting and Training LLC, a limited liability company existing under the laws of the State of Indiana, having its principal office at 10 W. Market Street, Suite 750, Indianapolis, IN 46204 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide oversight and management to the Section 8 Housing Voucher Services Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0014230 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated July 21, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such oversight and management services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, RFP No. EVN0014230 all other associated addenda, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Quadel Consulting and Training LLC, and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h) The acronym "HUD" to mean the United States Department of Housing and Urban Development
- i) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
- j) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- m) The words "Service" or "Services" to mean the provision of oversight and management services in accordance with the Scope of Services.
- n) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- o) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 46, 2) Appendix A-Scope of Services, 3) Appendix B-Price Schedule, and 4) Miami-Dade County's RFP No. EVN0014230 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the sixtieth (60th) month, thereafter. The County, at its sole discretion, may renew this Contract for one, five-year option to renew. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:
Miami-Dade County
Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, FL 33136
Attention: Crystal Coleman
Phone: (786) 469-4204
E-mail: Crystal.Coleman@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Quadel Consulting and Training, LLC
Attention: Katie Goar, President
Address: 10 W. Market Street, Suite 750
Indianapolis, IN 46204
Phone: (202) 870-0970
E-mail: kgoar@quadel.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to PHCDpayables@miamidade.gov

OR

- Hard copy format mailed to:
Miami-Dade County
Housing and Community Development
Accounts Payable Section
701 NW 1st Court, 16th Floor
Miami, FL 33136

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate including Products/completed operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit.
4. Crime or fidelity bond for \$250,000 each occurrence/aggregate. Miami-Dade County must be included as loss payee or indemnified party.

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

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services

and are a member of the Florida Guaranty Fund.

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

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not

the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE

- 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;

- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers

without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of

the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a

random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

- g) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- j) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- p) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- q) HUD General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C), which is attached hereto and incorporated herein by reference,

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

Contractor acknowledges that federal funds cannot be used for programs that discriminate based on protected characteristics. Accordingly, during the performance of this Contract, Contractor agrees to comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. RESERVED.**ARTICLE 40. RESERVED.****ARTICLE 41. FORCE MAJEURE**

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. RESERVED.**ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

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

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

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 45. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 46. SURVIVAL

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

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Katie Goar

By: _____

Name: Katie Goar

Name: for
Daniella Levine Cava

Title: President

Title: Mayor

Date: 12/18/2025

Date: _____

Attest: Nick Ellenbecker
Corporate Officer

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

2.1 Background

The Miami-Dade County Department of Housing and Community Development (HCD) reports directly to the County Mayor. The County is a public housing agency as defined in the United States Housing Act of 1937 (42 USC 1437 et seq., as amended). HCD operates a large Section 8 Housing Choice Voucher Program which currently includes Non-Elderly Disabled (NED), HUD Veterans Affairs and Supportive Housing (HUD-VASH), Project-Based Voucher (PBV) and Mainstream Vouchers. The Voucher Program currently has an allocation of 20,020 vouchers and 560 Mainstream Vouchers, 480 Emergency Housing Vouchers, and 72 Stability Vouchers. HCD's Family Self Sufficiency Program minimum participant size is 101, however, there are 193 families currently enrolled in the program. For fiscal year end September 30, 2024, HCD submitted a score of 97% (High Performer) under the Section Eight Management Assessment Program (SEMAP). HCD's reporting rate to the Public and Indian Housing (PIH) Information Center (PIC) was 106% percent as of January 2024. There were approximately 57 terminations per month in the last year.

The current HCD Section 8 Administrative Plan does not include a work requirement for program participants. The Total Vouchers are shown in the chart below.

Category	Utilized
Rental Assistance Demonstration Units	1,763
Non-Elderly Disabled (NED)	168
Homeownership	140
Family Unification	22
Port-Outs	299
HOPE IV	44
Tenant Protection/ Enhanced	445
HUD Veterans Affairs and Supportive Housing (HUD-VASH)	218
Housing Choice Voucher (HCV) Allocation Vouchers	15,741
Total Vouchers	18,840
Port-Ins Administered*	430

*Not included in Total Vouchers

2.2 Outline of the Requested Services

The Scope of Services for the Voucher Program is divided into two Categories: (A) Intake, Case Management and Family Self-Sufficiency Services and (B) Inspection Services. The services to be provided by the Contractor encompass comprehensive support to ensure the effective management and operation of the Voucher Program. Key responsibilities include participant eligibility determination, tenant and landlord support, inspection coordination, compliance monitoring, and reporting. These services are essential to maintaining program integrity and assisting low-income households in securing safe, affordable housing. A description of the program services required are further described below.

Waiting List and Admissions	<ul style="list-style-type: none"> • Properly maintain the waiting list. • Monitor Utilization and perform all New Admissions • Manage the functions of portability
Landlord/ Vendor Services	<ul style="list-style-type: none"> • Provide liason services with all program areas • Process changes and maintain vendor files • Manage any owner incentive program • Conduct landlord briefings and meet with landlords to resolve issues
Tenant Services	<ul style="list-style-type: none"> • Annual and Interim Reexaminations • Process moves and host briefings • Program enforcement • Meet with participants to assist in placing voucher. • Attend and present in participant facing meetings.
Project Based Voucher	<ul style="list-style-type: none"> • Annual and Interim reexaminations • Program education and enforcement • Coordinate activating new PBV units.
Analysis and Reporting	<ul style="list-style-type: none"> • Provide monthly executive report. • Ensure data accuracy and quality control of program data. • Provide accurate Ad-Hoc reports upon request • Forecast the budget and voucher utilization.
Call Center	<ul style="list-style-type: none"> • Answer program inquiries • Create cases for inquiries that cannot be immediately resolved. • Correspond, track and evaluate participant and owner complaints. • Conduct satisfaction survey.
Special Programs	<ul style="list-style-type: none"> • Manage special programs such as but not limited to EHV, FSS, VASH, Homeownership and Stability Vouchers. • Provide counseling services and support. • Collaborate with service providers
Quality Control	<ul style="list-style-type: none"> • Creating Quality Control plan • Identify errors through the system and resolve timely. • Reconcile and correct errors • Internally Audit Files
Inspection Services	<ul style="list-style-type: none"> • Inspect each unit annual at a minimum • Implement NSPIRE standards to inspection protocol • Track and report outcomes of inspections • Monitor and evaluate owners performance in maintaining properties.
Financial Management	<ul style="list-style-type: none"> • Track payments, adjustments and critical financial measures. • Maintain up to date admin fee amounts and payment standards • Reconcile the Accounts Receivables and collect in accordance to federal guidelines and best practices. • Coordinate and limit accounts receivable from landlords and other housing authorities from portability.
Legal	<ul style="list-style-type: none"> • Legal defense from any litigation against the HCV program • Provide Legal opinion on new federal regulations from the Department of Housing and Urban Development when requested. • Conduct investigations on waste, fraud, and other program violations.
Relocation Assistance	<ul style="list-style-type: none"> • Voucher Issuance • Tracking Relocation Data • Unit Search Support • Processing Tenant Relocation Agreement benefits.

2.3 Services Currently Administered by the County

The County currently administers a range of essential services to support the Voucher Program. These services encompass areas such as the Moderate Rehabilitation Program administration, and specific accounting, finance, and information technology services. These services are further described below.

Accounting and Finance

- Issuing payments to owner
- Financial reporting to HUD such as VMS
- Oversight of the General Ledger

Moderate Rehab Administration

- Administration of the Moderate Rehab Program
- Reporting and Compliance related to the Moderate Rehab Program

IT Services

- Modifications to the County financial program and system of record
- Upgrades to County financial program and system of record

2.4 Initial Tasks

2.4.1 Hiring, Training, and Termination of Staff

The Contractor shall take necessary actions to hire and train staff needed to facilitate the services awarded under this Solicitation at the sole expense of the Contractor. The Contractor shall make regular staff training available for audit by HCD staff. The employees hired by the Contractor shall be employees of the Contractor.

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

2.4.2 Office Space

The Contractor is responsible for securing and maintaining adequate office space to support the delivery of all awarded services. For functions requiring direct, in-person interaction with voucher applicants and participants (e.g., intake, briefings, and Housing Assistance Payments (HAP) contract execution), the Contractor must establish office locations in central, north, and south Miami-Dade County.

The Contractor is strongly encouraged to assume any existing leases, refer to Exhibit 1, Current Lease Agreement, subject to the landlord's consent, to minimize disruption to landlords and tenants caused by relocations. Currently, there is an existing lease for office space at the downtown Miami location, and a copy of this lease is attached for reference. While the incumbent contractor also maintains office spaces in North Miami and South Miami-Dade, there are no existing leases at these locations. The Contractor will be fully responsible for securing suitable office spaces in these areas at their own expense.

If there is no office space under lease, the Contractor shall take the necessary actions to acquire office space. If there is a new office space identified by the Contractor, HCD must approve the location. The Contractor shall ensure that all Voucher Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws, regulations, PIH Notices and executive orders. HCD will not be able to offer any office space to the Contractor to provide these services.

2.4.3 Equipment and Software

The Contractor shall be responsible for obtaining all equipment, software, licenses, and permissions necessary to provide the contracted services. The Contractor must use HCD's existing software system, Emphasys Elite, its related modules, and its existing portals including but not limited to Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Contractor shall use the Emphasys Elite software to process all new tenants and landlords. HCD also uses supplemental products such as Web App, Executive Portal and Landlord Portal with Emphasys Elite or any such software required by the County.

HCD shall assist the Contractor in providing access, at no charge to the Contractor, through a web interface to the Emphasys Elite software program purchased and maintained by HCD. The Contractor will be required to contract with Emphasys, or any other third-party, for program materials and staff training. The Contractor may use supplemental products and software to assist in the administration of the services, subject to prior approval by HCD. However, the Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. The Contractor shall ensure that Emphasys Elite is used as the Primary System of Record and that all work in the system and data entry is being performed in real-time.

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

The Contractor agrees to adhere to all federal, state and local laws regarding privacy and protected information, including but not limited to, HUD PIH Notices 2010-15, 2015-06, and the HUD General Counsel opinion dated August 10, 2012 (a copy of which will be provided upon request). In the event of a public records request, the Contractor shall work with HCD's public records custodian to ensure private and protected information are not released to any requestor. The Contractor shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence and take reasonable precautions against unauthorized disclosure to any third party. The Contractor shall advise each of the Contractor's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential and shall promptly advise HCD in writing if it learns of any unauthorized use or disclosure of the data. In addition, the Contractor must agree to participate in any Information Technology (IT) related audits, which may be performed on the Contractor's internal systems plus security where any Elite data or Privacy Information (PII) may be stored.

Other than the software listed above in this section, HCD will not provide internet service, email service, computers, servers, switches, routers, or related network equipment. HCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity.

HCD's participant files are maintained electronically. The Contractor shall be required to maintain the files electronically during the term of the Contract, including any renewals or extensions thereof, in accordance policies and procedures and information technology utilized by the County.

HCD will not be performing an audit of program files for damaged or missing documentation before granting access. HCD does not guarantee that files will be complete and accurate. The Contractor must comply with the records disposition rules for all program files in accordance with the policies of the Clerk of Courts (COC) for the Eleventh Judicial Circuit of Florida, including the proper destruction of paper documents as required. If the Contractor transitions any paper documents to a digital or electronic format, they must also ensure compliance with all applicable records disposition rules and federal records retention laws.. The Contractor shall be responsible for purchasing or leasing scanning equipment that is compatible with the County's software solution.

2.4.4 Representational Activities and HCD Branding

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

2.5 Disaster Preparedness and Response

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

2.6 Litigation

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

HCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible, under the awarded contract, for any actions and/or litigation originating under management of the Voucher Program prior to the start of the awarded contract; provided, however, the Contractor is not currently under contract with the County to administer the Voucher Program. However, the Contractor shall be solely responsible for any actions, claims and/or litigation resulting from the Contractor's administration of the Voucher Program and shall be required to indemnify and hold harmless the County. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

2.7 Section Eight Management Assessment Program (SEMAP)

The Contractor shall maintain the Quality Control sampling and documentation required to support HCD's SEMAP submissions for each indicator affected by the administration of the Contractor. The procedures of preparation for SEMAP shall be outlined clearly in the Quality Control Plan that the Contractor submits annually to HCD subject for review by HCD.

2.8 Notice to Proceed

Upon execution of the contract, HCD will issue a Notice to Proceed (NTP) to the Contractor. This notice will authorize the Contractor to begin performing the required services outlined in the contract. The Notice to Proceed signifies the official start of project activities, establishing timelines and responsibilities, and ensuring that all required services align with the County's objectives for timely and effective program administration.

2.8.1 Preparatory Activities Post-Award Orientation

Within seven calendar days of the NTP, the Contractor shall attend an orientation and planning meeting with HCD at a time and location to be determined by HCD's Contract Administrator. HCD will assign a Contract Administrator to be the Contractor's primary point of contact with HCD.

2.8.2 Project Management

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

2.8.3 Transition Plan and Schedule

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

2.8.4 Outgoing Plan

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

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

The Contractor shall provide clarification to or discussion of the plan with HCD if requested.

2.9 Category A - Intake, Case Management and Family Self-Sufficiency Services

- a) Intake: Includes responsibility for all waiting list, eligibility, and new admission activity for the Section 8 Housing Choice Voucher Program.

- b) Case Management: Encompasses all ongoing tenant services related to annual examinations, interim examinations, changes of dwellings, portability, and termination actions.
- c) Family Self-Sufficiency: Ties together all the services for the Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program.

2.9.1 **Intake Overview**

HCD is authorized to lease up to approx. 20,000 vouchers. As of December 2024, there were a total of 18,840 vouchers leased, which includes 140 homeownership vouchers. At present, the 2024 Tenant Based Waiting List has 5,000 applicants who are being selected based on their assigned ranking number.

2.9.2 **General**

The Contractor shall:

- 2.9.2.1 Manage and oversee all operations and areas of the Voucher Program related to the HCV program's Waiting List, Eligibility, Intake and New Admission, including but not limited to, establishing operational action plans and reports, making staffing decisions, recommending policy to HCD, and performing the related requirements of the Voucher Program. All are subject to consultations with HCD.
- 2.9.2.2 Accept applications; select applicants; determine eligibility; monitor Income Targeting; conduct briefings, issue vouchers, accept, and process Requests for Tenancy Approvals (RFTA), perform rent reasonableness surveys; and execute the Housing Assistance Payment Contracts for new tenants.
- 2.9.2.3 Maintain at least 95% utilization of HAP funding (not to exceed HCD's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA) considering any available Net Restricted Assets (NRA) in accordance with 24 CFR part 985.
- 2.9.2.4 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.

2.9.3 **Case Management Overview**

2.9.3.1 The Case Management component of the Voucher Program consists of all ongoing participant services related to maintaining participant participation in the Program. This includes conducting all annual re-examinations, changes of dwellings, interim re-examinations, portability functions, termination actions and all other related program activity.

The Contractor shall:

- 2.9.3.2 Re-examine the income and composition of housing choice voucher families in accordance with policies in the HCD Section 8 Administrative Plan. The annual reexamination determines the continued eligibility of the family and establishes the HAP to be made on behalf of the family.
- 2.9.3.3 Complete all required interim changes in family income composition, and contract rent, in accordance with policies in the HCD Section 8 Administrative Plan. HCD processed 14,741 interims in 2023.
- 2.9.3.4 Manage and oversee all operations and areas of the Voucher Program related to the Participant Annual Re-certifications, Interims, Portability and Change of Dwellings and performing the related requirements of the Voucher Program in accordance with policies in the HCD Section 8 Administrative Plan.
- 2.9.3.5 Act as both the initial housing agency when a family wants to move to a different jurisdiction and the receiving housing agency when a family wishes to relocate from another housing agency to Miami - Dade County.
- 2.9.3.6 Be responsible for the administration and oversight of any new or additional housing choice vouchers awarded to HCD as a result of the Contractor's response to a Notice of Funding Availability (NOFA), or other similar instrument issued by HUD and where the Contractor responded on behalf of HCD.

2.9.4 **Reports and Data**

The Contractor shall:

- 2.9.4.1 Prepare a monthly report due by the seventh (7th) day of each month for activities completed the prior month. The report format and specific items and/or metrics to be included in the report will be provided by HCD. The Contractor shall upon request of HCD provide and/or produce reports, summaries, or data for any aspect of the Voucher Program.
- 2.9.4.2 Provide access to program files and data to HCD, HUD and/or other official regulatory or investigatory entity on demand.
- 2.9.4.3 Ensure data accuracy and implement quality control and robustness checks of program data.
- 2.9.4.4 Provide accurate Ad-Hoc reports upon request.

- 2.9.4.5 Provide monthly budget and voucher utilization forecasts through HUD's Two-Year Tool and the Tool of Tools and any subsequent HUD utilization tool.
- 2.9.4.6 Comply with program requirements for reporting all participant information to the HUD official system of record (currently the PIH Information Center (PIC)) in accordance with policies in the HCD Section 8 Administrative Plan.
- 2.9.4.7 Ensure that data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

2.9.5 **Quality Control**

The Contractor shall develop and maintain a quality control plan, subject to the approval of HCD. The quality control plan shall have the capability to track performance and provide reports on performance to ensure the integrity, accountability and efficiency of Voucher Program functions related to the category awarded and in accordance with 24 CFR part 982 and 24 CFR part 985.

2.9.6 **Waiting List and Admissions**

The Contractor shall:

- 2.9.6.1 Follow commonly accepted best practices to administer the HCV waiting list and maintain robust data on the progress of processing the HCV waiting list.
- 2.9.6.2 Process new admissions in a timely manner within HUD guidelines, limit late processing, manage the functions of portability admissions, and absorb in a responsible manner.
- 2.9.6.3 Establish and maintain an application and selection process that treats applicants fairly and consistently and provides an effective and efficient method for determining eligibility. 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); outreach for new landlords.
- 2.9.6.4 Be responsible for conducting all waiting list, eligibility, and new admission activity for the Voucher Program in accordance with 24 Code of Federal Regulations (CFR) part 982; 24 CFR part 5; and the HCD Section 8 Administrative Plan.
- 2.9.6.5 Manage the admission and change of dwelling process, excluding initial inspections, for all participant families wishing to relocate inside Miami - Dade County. HCD processed 4,216 Change of Dwellings (moves) in CY 2023.

2.9.7 **Landlord and Vendor Services**

The Contractor shall:

- 2.9.7.1 Allocate staff specially dedicated to maintaining landlord relations and liaison services to ensure the quick response and resolution to landlord issues, especially payment processing.
- 2.9.7.2 Process changes and maintain accurate vendor files.
- 2.9.7.3 Conduct landlord briefings and provide private space to meet with landlords on sensitive issues such as private office space to meet.
- 2.9.7.4 Establish and maintain a plan for landlord relations with landlords entering new HAP contracts with the County and new leases with the Voucher Program applicants, including but not limited to ensuring timely and correct HAP and late fee penalty payments, if any, timely scheduling and conducting of Housing Quality Standards (HQS) initial inspections, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Program rules, landlord rights and obligations.
- 2.9.7.5 Provide the plan to HCD within 30 calendar days of the NTP.

2.9.8 **Participant Services/ Program Enforcement**

The Contractor shall:

- 2.9.8.1 Be responsible for the daily participant service operations conducted as a representative of Miami Dade HCD HCV program and on that basis, is responsible for providing excellent customer service to participants.
- 2.9.8.2 Process annual recertifications on time in accordance with SEMAP high performing standards, and host engaging and informative HCV briefings to ensure participants are fully aware of the rules and regulations of the HCV program.
- 2.9.8.3 Meet with HCV participants to assist them in navigating the HCV program, placing their voucher and allaying any critical concerns they have, when deemed appropriate, shall.
- 2.9.8.4 Attend and sometimes present in participant-facing meetings throughout Miami Dade County. When necessary, the Contractor shall implement timely and expeditious program enforcement in accordance with the Administrative

Plan.

- 2.9.8.5** Conduct investigations and research into allegations of fraud, waste and/or abuse within the Voucher Program upon request of HCD and provide responses within imposed deadlines as established by HCD in the request.
- 2.9.8.6** Conduct investigations and research into allegations of fraud, waste and abuse within the Voucher Program when identified directly by the Contractor and report significant instances to HCD for referral to the HUD Office of Inspector General, County Office of Inspector General (OIG) and/or the appropriate local law enforcement offices.
- 2.9.8.7** Manage existing and new participant and owner repayment agreements.

2.9.9 Special Programs

The Contractor shall:

- 2.9.9.1** Administer all of the special programs such as but not limited to Emergency Housing Vouchers (EHV), Veterans Supportive Housing (VASH), Family Self Sufficiency (FSS), Foster Youth to Independence (FYI), Homeownership, Stability Vouchers, Tenant Protection Vouchers, and other special voucher programs.
- 2.9.9.2** Monitor and track all escrow related to the FSS program.
- 2.9.9.3** Collaborate with all respective referral agencies for these special programs such as but not limited to the local Office of Veterans Affairs, Miami Dade Homeless Trust, and other agencies and organizations.
- 2.9.9.4** Provide counseling and housing search assistance to families in such programs. when appropriate.
- 2.9.9.5** Monitor the utilization of all special programs and coordinate with the referring entity to receive eligible families as needed.

2.9.10 Family Self-Sufficiency Overview

The Family Self-Sufficiency component includes the administration of the traditional Section 8 Housing Choice Voucher Family Self-Sufficiency Program and HCD's HCV Homeownership Program. HCD's Family Self-Sufficiency Program is an employment and savings incentive program for low-income families receiving assistance under the Voucher Program. It was designed to encourage program participants' economic self-sufficiency and possibly homeownership via gainful employment, thereby decreasing and ultimately eliminating their dependency on assistance. Family Self-Sufficiency consists of case management services, which are partnered with social service agencies, schools, businesses and other organizations to help families pursue job training, employment, educational opportunities and supportive services; escrow accounts into which HCD deposits the increased rental charges that a family pays as its earnings rise. The Homeownership Program provides participants with homeownership opportunities which are further steps in the self-sufficiency process, along with counseling, training and support to facilitate the homebuyer process.

HCD is required to have 101 participants in the Family Self-Sufficiency Program. There is no minimum for the number of homeownership vouchers. As of December 2024, there were 140 homeownership vouchers and 193 families currently in the Family Self-Sufficiency Program.

The Contractor shall:

- 2.9.10.1** Manage and oversee all operations and areas of the HCD 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 and performing the related requirements of the Housing Choice Voucher Program.
- 2.9.10.2** Continuously update and reconcile active escrow accounts.
- 2.9.10.3** Coordinate with HCD Finance Division the disbursement of Interim or Graduation Funds along with the forfeiture of accounts (when necessary).
- 2.9.10.4** Issue quarterly escrow statements to active participants.
- 2.9.10.5** Manage the Program Coordinating Committee.
- 2.9.10.6** Review the Family Self-Sufficiency Program, propose any policy changes to HCD and develop a plan to correct any program deficiencies noted. The Contractor shall implement Contracts of Participation and Individual Training and Service Plans.
- 2.9.10.7** Assess the Section 8 Housing Choice Voucher Homeownership Program, propose any policy changes to HCD and develop a plan to correct any program deficiencies noted and improve procedures in accordance with 24 CFR part 982.
- 2.9.10.8** Coordinate with HCD 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. HCD will

be responsible for all VMS submissions to HUD.

2.9.11 Financial Management

The Contractor shall track payments, adjustments and other critical financial information to ensure program performance. The Contractor shall maintain up to date Administrative Fee amounts, utility allowances and payment standards. The Contractor shall make every effort to collect all portability HAP and Administrative Fees owed to HCD. The Contractor shall make every effort to collect account receivables from property owners and participants owed to HCD. The Contractor should follow all commonly accepted accounting principles and ensure they are prepared to provide all necessary information to complete a financial audit related to the administration of the HCV program.

- 2.9.11.1** Coordinate with HCD's Finance Division to ensure timely and accurate payments to vendors and timely correction of errors. The Contractor shall provide financial data upon request to the Finance Division for audit purposes. The Contractor shall be responsible for all work related to determining the HAP payment for existing participants in accordance with policies in the HCD Section 8 Administrative Plan. HCD will retain responsibility for issuing payments electronically and/or printing and signing of checks.
- 2.9.11.2** Coordinate with HCD and provide the necessary information to ensure that the Voucher Management System (VMS) data is accurate and reported timely during the transition period in accordance with HUD requirements. HCD will be responsible for all VMS submissions to HUD.
- 2.9.11.3** Coordinate with HCD the receipt, reconciliation and posting of payment related to accounts receivables for the HCV Program.
- 2.9.11.4** Consistently pursue and collect on delinquent accounts receivables.
- 2.9.11.5** Create new owner/vendor accounts in accordance with federal requirements.
- 2.9.11.6** Update the utility allowance schedule annually in accordance with 24 CFR § 982.517.
- 2.9.11.7** Review Payment Standards at least once a year and recommend changes when appropriate or required.

2.9.12 Policies and Procedures

The Contractor shall:

- 2.9.12.1** Provide recommended policy changes as needed or as requested to ensure continuous regulatory compliance, build operational efficiencies and increase customer satisfaction. The current HCD Section 8 Administrative Plan can be found at <http://www.miamidade.gov/housing/policies-and-plans.asp>
- 2.9.12.2** Establish and further maintain its operational procedures to ensure compliance with policies and/or requests from HCD, which may be updated without notice.
- 2.9.12.3** Responsible for reviewing and assessing the current Section 8 Administrative Plan, recommending any necessary updates, and submitting these recommendations to HCD for timely review and approval. The Contractor's procedures will be adopted as HCD's official procedures and must therefore be readily accessible upon request for both internal and external audits.

2.9.13 Regulatory Compliance

The Contractor shall:

- 2.9.13.1** Ensure the Voucher Program is compliant with the requirements of the Agreement as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, 24 CFR part 983 and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program.
- 2.9.13.2** Coordinate with HCD's Compliance Division and provide necessary information to ensure that the Section 8 Administrative Plan is accurate and in accordance with HUD rules and regulations, state and local laws.

2.9.14 Call Center Administration

The Contractor shall:

- 2.9.14.1** Have an active call center that can receive the full call volume related to the HCV Program including but not limited to communication with active participants, waitlist applicants, property owners, and members of the public with inquiries. The call center must have a call center system that HCD staff will have access to and download automated reports with analytics related to the performance of the call center.
- 2.9.14.2** The call center must be open and accessible at minimum from 8:00 a.m. to 5:00 p.m. on regular business days. HCD may require the Contractor to extend call center hours during peak periods or special circumstances to

ensure adequate support and accessibility for program participants.

2.9.14.3 The call center shall document all calls and limit the wait time for callers.

2.9.15 Relocation Assistance

The Contractor shall:

2.9.15.1 Provide comprehensive Relocation Assistance as part of the Voucher Program administration. This includes issuing vouchers at locations central to relocation efforts, such as public housing developments and nearby community centers. The Contractor must make staff available to meet relocation deadlines, support the timely issuance of vouchers, and expedite the processing of move-ins for priority relocations, as designated by HCD

2.9.15.2 Maintain detailed relocation tracking data, which is critical for evaluating the progress of the relocation effort. This tracking should indicate each participant's current stage in the relocation process (e.g., voucher issuance, Request for Tenancy Approval (RTA), pending inspection, etc.)

2.9.15.3 Ensure that all households undergoing relocation receive informative and specialized briefings. This includes providing education on the Voucher Program, particularly for participants transitioning from Low-Income Public Housing.

2.9.15.4 Attend all resident meetings that are relocation related. This includes RAD and all other actions that would provide for a voucher as a relocation tool.

2.9.16 Customer Service and Complaints Processing

The Contractor shall establish and maintain a customer service plan that includes a process for the timely handling of applicant and landlord calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g., Congressional, County and HUD Field Office inquiries) received by HCD within imposed deadlines. This plan should incorporate performance goals of addressing high profile complaints (complaints forwarded by HCD or other governmental agencies) within two business days for inquiries that do not require a formal written response and within 10 business days for those that do.

2.9.17 Hearing Officer Services

The Contractor shall be responsible for the oversight and administration of the Informal Review and Hearing process for the Voucher Program.

2.9.18 Application for Additional Funds

The Contractor shall assist in the preparation of applications on behalf of HCD when requested by HCD for new increments of vouchers, Section 8 Voucher Program funds, grants or other HUD funds related directly to the Voucher Program. The Contractor shall take a proactive approach to applying for grants for more vouchers and funding.

2.10 Performance Based Incentives/ Disincentives, as further indicated below

The charts below show the main operative metrics that HCD will use in determining the incentive and disincentive in the monthly payment of the Contractor. The Contractor shall ensure that all documents required by HUD, HCD's Administrative Plan are properly indexed in the electronic file at the time of HCD review. The Contractor shall have a baseline performance standard that is the amount between the incentive performance and the disincentive performance. Each of the metrics shall be evaluated on a monthly schedule and HCD shall notify the Contractor(s) of their overall performance and shall be paid based on the calculation.

2.10.1 Category A Evaluation

The Contractor for Category A will be evaluated in the areas of Operations and Financial Management. The Contractor will have a baseline, and the incentives and disincentives will be calculated to determine the net effect to the baseline each month. For Category A services, the maximum disincentive is 5% of the Contractor's portion of the Administrative Fee and the maximum incentive is 5% of the portion of the Administrative Fee paid to the Contractor. If the Contractor reaches the maximum disincentive for two months consecutively, HCD will have the right to terminate the contract and render the Contractor in default. All metrics listed below will be completed monthly. HCD will monitor and calculate the incentives, and disincentives, on a monthly basis. SEMAP standards will be reviewed in accordance with SEMAP guidelines unless otherwise specified.

Operations			
Standard	Incentive Performance	Disincentive Performance	Amount
Waitlist Selection Follows Policy (SEMAP #1)	≥ 98%	≤ 95%	0.25% of Admin Fee
Reasonable Rent (SEMAP #2)	≥ 98%	≤ 80%	0.25% of Admin Fee
Adjusted Income (SEMAP #3)	≥ 90%	≤ 80%	0.5% of Admin Fee
Annual Reexaminations (SEMAP #9)	< 5%	≥ 8%	0.5% of Admin Fee
Correct Tenant Rent Calculation (SEMAP #10)	< 1%	≥ 2%	0.5% of Admin Fee
PBV Vacancy %	≤ 3%	≤ 10%	0.5% of Admin Fee
Utilization (Budget or Allocation)	≥ 97%	≤ 90%	0.5% of Admin Fee
TOTAL Admin Fee Incentive			2.5%

Financial Management			
Standard	Incentive Performance	Disincentive Performance	Incentive/ Disincentive
Port HAP/ Administrative Fee Collection (+ 90 Days)	\$0	≥ \$100,000	1% of Admin Fee
Accounts Receivable (+ 90 Days)	\$0	≥ \$250,000	1% of Admin Fee
Delayed HAP Payments (+ 60 Days)	\$0	≥ \$500,000	0.5% of Admin Fee
TOTAL Admin Fee Incentive			2.5%

2.10.2 Explanation of Operative Metrics Above

- Accounts Receivable (+ 90 Days):** The amount of accounts receivable from landlords and participants that have not been collected for over 90 days.
- Adjusted Income (SEMAP #3):** The percentage of files sampled that pass quality control review for adjusted income. In order to pass, the file must follow the method and policy of adjusted income calculation is correctly determined and verified.
- Annual HQS Inspections Overdue (SEMAP #12):** Percent of units under contract where annual HQS/NSPIRE inspection is overdue (%) as reported in the SEMAP Indicators Report in PIC.
- Annual Reexaminations (SEMAP #9):** HCD will review the reexaminations overdue (%) as reported in the SEMAP Indicators Report in PIC. Also, HCD will review the system of record to identify the created date of recertifications to ensure timely processing. Timely processing is defined as processing a recertification 30 days prior to the effective date to ensure timely notification to participants and owner. HCD will review the number of files processed on time based on the data in the system of record and the SEMAP Indicator Report. If either report reaches the disincentive performance, then the Contractor shall receive the disincentive. If both reports reach the incentive performance, then the Contractor shall receive the incentive for that month.
- Correct Tenant Rent Calculation (SEMAP #10):** Percentage of families with incorrect rent calculation as reported in the SEMAP Indicators Report in PIC. The performance percentage will be confirmed through quality control reviews of files.
- Delayed HAP Payments (+ 60 Days):** HAP payments to owners that have been delayed over 60 days, not in accordance with policy and procedure.
- HQS Enforcement (SEMAP #6):** HCD reviews a quality control sample of inspections conducted monthly and evaluates if all the life and safety violations have been addressed within the required timeframe. The percentage of the quality control sample of inspections that show appropriate action was taken by the Contractor.
- PBV Vacancy Rate (%):** The cumulative vacancy rate of all of the PBV and RAD PBV units within HCD's portfolio. The vacancy rate will only include the PBV and RAD PBV units and will exclude tax credit or any other funding arrangement. The vacancy rate will only evaluate the units within the Contractor's scope of work.

9. **Port HAP/ Administrative Fee Collection (+ 90 Days):** The amount of portability HAP and Administrative Fees that are in accounts receivable for over 90 days.
10. **Precontract HQS Inspections (SEMAP #11):** Percent of units that did pass HQS/NSPIRE inspection before the beginning date of the assisted lease and HAP contract as reported in the SEMAP Indicators Report in PIC.
11. **Quality Control Inspection Pass Rate (SEMAP #5):** HCD Inspection staff reinspects a sample of units monthly for quality control of HQS/NSPIRE in accordance with 24 CFR 982.405 (b), 24 CFR 985.2. The percentage of those reinspections that pass is the inspection pass rate.
12. **Reasonable Rent (SEMAP #2):** The percentage of files sampled that pass quality control review for rent reasonableness. In order to pass, the file must follow the method and policy of rent reasonableness calculation that the Contractor and HCD establish.
13. **Utilization (Budget or Allocation):** The percentage of the contracted units that were leased during the month and the percent of the contracted funds spent during the month are both measured. Utilization of contracted funds (annual budget authority) is the percent of funds contracted for the month under review that have been expended for housing assistance payments or earned as fees by HCD. If either budget or allocation utilization incentive performance level is reached, then the Contractor shall receive the incentive. Only when both allocation and budget utilization reach the disincentive performance level will the disincentive come into effect for the next month.
14. **Waitlist Selection and New Admission Follows Policy (SEMAP #1):** The percentage of applicant files pulled from the waiting list that HCD quality control staff reviewed that follow HCD policy and were correctly selected. If HCD decides to pause waiting list pulls for the month under review, then the Contractor shall earn the baseline for the month.

2.11 Payment Schedule

The Contractor will be paid a percentage of the total Administrative Fees received by HCD. Payments to the Contractor shall be made monthly. Administrative Fee Note: HCD received \$23,911,308 in total Administrative Fees for Calendar Year 2024; the current Administrative Fee percentage paid to the contractor for Category A is 65%, and for Category B is 7.34% of the total Administrative Fee received by HCD. Any amounts stated are contingent upon federal grant allotment to the County.

2.12 Optional Services

If HCD elects to exercise these optional services, the Contractor will be compensated at a fee to be negotiated with HCD. If requested by HCD, the Contractor shall submit a fee structure for these services for HCD's consideration and negotiation. (Note: These optional services are not part of the Proposal evaluation process, as they will be utilized only if HCD elects to exercise this option.)

2.12.1 Administration of the Project-Based Voucher Program

Responsibilities will include:

- 2.12.1.1 Administering all Project-Based Vouchers across the HCD portfolio, including conducting annual and interim reexaminations for Project-Based Voucher participants.
- 2.12.1.2 Providing applicant and tenant briefings to explain the unique aspects of the Project-Based Voucher program and ensure participants fully understand program benefits and requirements.
- 2.12.1.3 Collaborating closely with HCD to support the implementation of new PBV developments, including managing the subsidy layering review process, submitting PBV program cap worksheets to HUD, reviewing unit occupancy, and executing AHAP contracts.
- 2.12.1.4 Coordinating with HCD staff and property management teams to manage any site-based waiting lists associated with PBV units.
- 2.12.1.5 Monitoring New Construction, Rehabilitation, and Existing PBV projects to ensure compliance with the HCD Section 8 Administrative Plan policies. This includes tracking PBV vacancies and referring eligible families in alignment with established policies.

2.12.2 Relocation Services

The Contractor shall:

- 2.12.2.1 Provide personalized counseling to tenants, explaining their rights, relocation options, and available assistance under HUD guidelines and the Tenant Relocation Agreement.
- 2.12.2.2 Assist tenants in identifying suitable housing options that meet their needs and program requirements.
- 2.12.2.3 Offer guidance on budgeting, lease agreements, and tenant rights to help participants make informed decisions during the relocation process.

2.12.2.4 Move Coordination and Logistics

Manage all logistical aspects of relocation, including coordinating with landlords, arranging moving dates, and ensuring timely access to new housing units.

Facilitate the transfer of utilities and services to minimize disruption during the transition.

Arrange professional moving services or provide resources for self-managed moves, tailoring support to meet the specific needs of each household.

2.12.2.5 Compliance and Regulatory Assistance

Ensure all relocation activities are conducted in accordance with HUD and local regulations, including the requirements set forth in the Tenant Relocation Agreement under Resolution R-1181-19.

Conduct regular audits and reviews of relocation processes to identify and correct any areas of non-compliance.

Prepare and submit required documentation and reports to HUD, the County, and other relevant agencies, demonstrating adherence to guidelines and program effectiveness.

2.12.2.6 Administration of Tenant Relocation Agreement Benefits

Oversee and manage the distribution of benefits specified in the Tenant Relocation Agreement, including financial assistance, moving support, and any other entitlements under Resolution R-1181-19.

Ensure that all eligible households receive their full benefits promptly and accurately, in accordance with County requirements.

Maintain accurate records and provide detailed reporting on the administration of relocation benefits to ensure transparency and accountability.

2.12.2.7 Post-Relocation Follow-Up

Conduct follow-up visits and surveys to assess the stability and satisfaction of relocated households, addressing any issues that arise after the move.

Provide ongoing support and resources to help relocated households maintain stable housing and achieve long-term self-sufficiency.

Monitor and evaluate relocation outcomes to refine and improve relocation strategies and services.

2.12.2.8 Community Integration and Support Services

Assist relocated households in integrating into their new communities by connecting them with local resources such as schools, healthcare, and employment services.

Organize orientation sessions and community events to foster a sense of belonging and support among relocated tenants.

Collaborate with local organizations and service providers to address the broader needs of relocated households, supporting overall well-being and stability.

Provide advocacy services, especially as it relates to landlord/tenant challenges and opportunities. This may include but is not limited to lease compliance.

APPENDIX B –Price Schedule**Category A – Intake, Case Management and Family Self-Sufficiency Services****Percentage of Administrative Fees**

The flat, fixed fee shown below is the price as a percentage of the Administrative Fees received by HCD, for providing all services under the Intake, Case Management and Family Self-Sufficiency Services Category, as outlined in Appendix A, Scope of Services of this contract.

Percentage of Administrative Fees	59.75%
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Notes:

1. The Contractor' percentage fee shall remain firm and fixed for the initial term of the contract, including any option-to-renew and any extension periods. Any amounts stated are subject to funding, at the County's sole discretion, and contingent upon federal grant allotment to the County. The County reserves the right to negotiate the price annually, based on the funding received.
2. Percentage of Administrative Fee paid to the Contractor shall be based on the Contractor's portion of the Administrative Fees, to include incentives or disincentives calculated on a monthly basis, as outlined in Appendix A, Scope of Services of this contract.
3. For Category A services, the maximum disincentive is 5% of the Contractor's portion of the Administrative Fee and the maximum incentive is 5% of the portion of the Administrative Fee paid to the Contractor.
4. Notwithstanding the above, the percentage specified for the option-to-renew years may be subject to negotiation at the County's sole discretion. This adjustment may consider factors such as changes in County operational costs or needs, fluctuations in HUD funding allocations, and/or the performance of the Contractor.
5. All out-of-pocket expenses, including without limitation, the cost of office space, materials, employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as they shall not be reimbursed separately by the County.

Contract Title: Section 8 Housing Voucher Services
Contract No. EVN0014230
Category B: Inspection Services

THIS AGREEMENT for the provision of inspection services, made and entered into as of this _____ day of _____ by and between Quadel Consulting and Training LLC, a limited liability company existing under the laws of the State of Indiana, having its principal office at 10 W. Market Street, Suite 750, Indianapolis, IN 46204 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide inspection services for the Section 8 Housing Voucher Services Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0014230 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated July 21, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such inspection services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, RFP No. EVN0014230 all other associated addenda, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Quadel Consulting and Training LLC, and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h) The acronym "HUD" to mean the United States Department of Housing and Urban Development
- i) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
- j) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- m) The words "Service" or "Services" to mean the provision of inspection services in accordance with the Scope of Services.
- n) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- o) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 46, 2) Appendix A-Scope of Services, 3) Appendix B-Price Schedule, and 4) Miami-Dade County's RFP No. EVN0014230 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the sixtieth (60th) month, thereafter. The County, at its sole discretion, may renew this Contract for one, five-year option to renew. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:
Miami-Dade County
Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, FL 33136
Attention: Crystal Coleman
Phone: (786) 469-4204
E-mail: Crystal.Coleman@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Quadel Consulting and Training, LLC
Attention: Katie Goar, President
Address: 10 W. Market Street, Suite 750
Indianapolis, IN 46204
Phone: (202) 870-0970
E-mail: kgoar@quadel.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County

as follows:

- Electronic submission (preferred) to PHCDpayables@miamidade.gov

OR

- Hard copy format mailed to:
Miami-Dade County
Housing and Community Development
Accounts Payable Section
701 NW 1st Court, 16th Floor
Miami, FL 33136

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate including Products/completed operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit.
4. Crime or fidelity bond for \$250,000 each occurrence/aggregate. Miami-Dade County must be included as loss payee or indemnified party.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

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

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are

applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the

County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;

- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers

without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of

the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a

random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

- g) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- j) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- p) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- q) HUD General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C), which is attached hereto and incorporated herein by reference,

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

Contractor acknowledges that federal funds cannot be used for programs that discriminate based on protected characteristics. Accordingly, during the performance of this Contract, Contractor agrees to comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. RESERVED.**ARTICLE 40. RESERVED.****ARTICLE 41. FORCE MAJEURE**

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. RESERVED.**ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

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

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

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 45. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 46. SURVIVAL

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Katie Goar

Name: Katie Goar

Title: President

Date: 12/18/2025

Attest: Nick Ellenbecker
Corporate Officer

By: _____

for
Name: Daniella Levine Cava

Title: Mayor

Date: _____

Juan Fernandez-Barquin
Attest: Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

2.1 Background

The Miami-Dade County Department of Housing and Community Development (HCD) reports directly to the County Mayor. The County is a public housing agency as defined in the United States Housing Act of 1937 (42 USC 1437 et seq., as amended). HCD operates a large Section 8 Housing Choice Voucher Program which currently includes Non-Elderly Disabled (NED), HUD Veterans Affairs and Supportive Housing (HUD-VASH), Project-Based Voucher (PBV) and Mainstream Vouchers. The Voucher Program currently has an allocation of 20,020 vouchers and 560 Mainstream Vouchers, 480 Emergency Housing Vouchers, and 72 Stability Vouchers. HCD's Family Self Sufficiency Program minimum participant size is 101, however, there are 193 families currently enrolled in the program. For fiscal year end September 30, 2024, HCD submitted a score of 97% (High Performer) under the Section Eight Management Assessment Program (SEMAP). HCD's reporting rate to the Public and Indian Housing (PIH) Information Center (PIC) was 106% percent as of January 2024. There were approximately 57 terminations per month in the last year.

The current HCD Section 8 Administrative Plan does not include a work requirement for program participants. The Total Vouchers are shown in the chart below.

Category	Utilized
Rental Assistance Demonstration Units	1,763
Non-Elderly Disabled (NED)	168
Homeownership	140
Family Unification	22
Port-Outs	299
HOPE IV	44
Tenant Protection/ Enhanced	445
HUD Veterans Affairs and Supportive Housing (HUD-VASH)	218
Housing Choice Voucher (HCV) Allocation Vouchers	15,741
Total Vouchers	18,840
Port-Ins Administered*	430

*Not included in Total Vouchers

2.2 Outline of the Requested Services

The Scope of Services for the Voucher Program is divided into two Categories: (A) Intake, Case Management and Family Self-Sufficiency Services and (B) Inspection Services. The services to be provided by the Contractor encompass comprehensive support to ensure the effective management and operation of the Voucher Program. Key responsibilities include participant eligibility determination, tenant and landlord support, inspection coordination, compliance monitoring, and reporting. These services are essential to maintaining program integrity and assisting low-income households in securing safe, affordable housing. A description of the program services required are further described below.

Waiting List and Admissions	<ul style="list-style-type: none"> • Properly maintain the waiting list. • Monitor Utilization and perform all New Admissions • Manage the functions of portability
Landlord/ Vendor Services	<ul style="list-style-type: none"> • Provide liason services with all program areas • Process changes and maintain vendor files • Manage any owner incentive program • Conduct landlord briefings and meet with landlords to resolve issues
Tenant Services	<ul style="list-style-type: none"> • Annual and Interim Reexaminations • Process moves and host briefings • Program enforcement • Meet with participants to assist in placing voucher. • Attend and present in participant facing meetings.
Project Based Voucher	<ul style="list-style-type: none"> • Annual and Interim reexaminations • Program education and enforcement • Coordinate activating new PBV units.
Analysis and Reporting	<ul style="list-style-type: none"> • Provide monthly executive report. • Ensure data accuracy and quality control of program data. • Provide accurate Ad-Hoc reports upon request • Forecast the budget and voucher utilization.
Call Center	<ul style="list-style-type: none"> • Answer program inquiries • Create cases for inquiries that cannot be immediately resolved. • Correspond, track and evaluate participant and owner complaints. • Conduct satisfaction survey.
Special Programs	<ul style="list-style-type: none"> • Manage special programs such as but not limited to EHV, FSS, VASH, Homeownership and Stability Vouchers. • Provide counseling services and support. • Collaborate with service providers
Quality Control	<ul style="list-style-type: none"> • Creating Quality Control plan • Identify errors through the system and resolve timely. • Reconcile and correct errors • Internally Audit Files
Inspection Services	<ul style="list-style-type: none"> • Inspect each unit annual at a minimum • Implement NSPIRE standards to inspection protocol • Track and report outcomes of inspections • Monitor and evaluate owners performance in maintaining properties.
Financial Management	<ul style="list-style-type: none"> • Track payments, adjustments and critical financial measures. • Maintain up to date admin fee amounts and payment standards • Reconcile the Accounts Receivables and collect in accordance to federal guidelines and best practices. • Coordinate and limit accounts receivable from landlords and other housing authorities from portability.
Legal	<ul style="list-style-type: none"> • Legal defense from any litigation against the HCV program • Provide Legal opinion on new federal regulations from the Department of Housing and Urban Development when requested. • Conduct investigations on waste, fraud, and other program violations.
Relocation Assistance	<ul style="list-style-type: none"> • Voucher Issuance • Tracking Relocation Data • Unit Search Support • Processing Tenant Relocation Agreement benefits.

2.3 Services Currently Administered by the County

The County currently administers a range of essential services to support the Voucher Program. These services encompass areas such as the Moderate Rehabilitation Program administration, and specific accounting, finance, and information technology services. These services are further described below.

Accounting and Finance

- Issuing payments to owner
- Financial reporting to HUD such as VMS
- Oversight of the General Ledger

Moderate Rehab Administration

- Administration of the Moderate Rehab Program
- Reporting and Compliance related to the Moderate Rehab Program

IT Services

- Modifications to the County financial program and system of record
- Upgrades to County financial program and system of record

2.4 Initial Tasks

2.4.1 Hiring, Training, and Termination of Staff

The Contractor shall take necessary actions to hire and train staff needed to facilitate the services awarded under this Solicitation at the sole expense of the Contractor. The Contractor shall make regular staff training available for audit by HCD staff. The employees hired by the Contractor shall be employees of the Contractor.

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

2.4.2 Equipment and Software

The Contractor shall be responsible for obtaining all equipment, software, licenses, and permissions necessary to provide the contracted services. The Contractor must use HCD's existing software system, Emphasys Elite, its related modules, and its existing portals including but not limited to Inspections, Section 8, Waiting List, Family Self-Sufficiency, and Financial Suite. The Contractor shall use the Emphasys Elite software to process all new tenants and landlords. HCD also uses supplemental products such as Web App, Executive Portal and Landlord Portal with Emphasys Elite or any such software required by the County.

HCD shall assist the Contractor in providing access, at no charge to the Contractor, through a web interface to the Emphasys Elite software program purchased and maintained by HCD. The Contractor will be required to contract with Emphasys, or any other third-party, for program materials and staff training. The Contractor may use supplemental products and software to assist in the administration of the services, subject to prior approval by HCD. However, the Contractor shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. The Contractor shall ensure that Emphasys Elite is used as the Primary System of Record and that all work in the system and data entry is being performed in real-time.

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

The Contractor agrees to adhere to all federal, state and local laws regarding privacy and protected information, including but not limited to, HUD PIH Notices 2010-15, 2015-06, and the HUD General Counsel opinion dated August 10, 2012 (a copy of which will be provided upon request). In the event of a public records request, the Contractor shall work with HCD's public records custodian to ensure private and protected information are not released to any requestor. The Contractor shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence and take reasonable precautions against unauthorized disclosure to any third party. The Contractor

shall advise each of the Contractor's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential and shall promptly advise HCD in writing if it learns of any unauthorized use or disclosure of the data. In addition, the Contractor must agree to participate in any Information Technology (IT) related audits, which may be performed on the Contractor's internal systems plus security where any Elite data or Privacy Information (PII) may be stored.

Other than the software listed above in this section, HCD will not provide internet service, email service, computers, servers, switches, routers, or related network equipment. HCD will not provide any technical support related to desktops, internet, servers, switches, routers, or related network connectivity.

HCD's participant files are maintained electronically. The Contractor shall be required to maintain the files electronically during the term of the Contract, including any renewals or extensions thereof, in accordance policies and procedures and information technology utilized by the County.

HCD will not be performing an audit of program files for damaged or missing documentation before granting access. HCD does not guarantee that files will be complete and accurate. The Contractor must comply with the records disposition rules for all program files in accordance with the policies of the Clerk of Courts (COC) for the Eleventh Judicial Circuit of Florida, including the proper destruction of paper documents as required. If the Contractor transitions any paper documents to a digital or electronic format, they must also ensure compliance with all applicable records disposition rules and federal records retention laws.. The Contractor shall be responsible for purchasing or leasing scanning equipment that is compatible with the County's software solution.

2.4.3 Representational Activities and HCD Branding

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

2.5 Disaster Preparedness and Response

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

2.6 Litigation

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

HCD will provide a listing of known current, pending, and potential cases to the Contractor. The Contractor shall not be held responsible, under the awarded contract, for any actions and/or litigation originating under management of the Voucher Program prior to the start of the awarded contract; provided, however, the Contractor is not currently under contract with the County to administer the Voucher Program. However, the Contractor shall be solely responsible for any actions, claims and/or litigation resulting from the Contractor's administration of the Voucher Program and shall be required to indemnify and hold harmless the County. The Contractor shall be required to hire an attorney(s) to represent the Contractor and the County's interest.

2.7 Section Eight Management Assessment Program (SEMAP)

The Contractor shall maintain the Quality Control sampling and documentation required to support HCD's SEMAP submissions for each indicator affected by the administration of the Contractor. The procedures of preparation for SEMAP shall be outlined clearly in the Quality Control Plan that the Contractor submits annually to HCD subject for review by HCD.

2.8 Notice to Proceed

Upon execution of the contract, HCD will issue a Notice to Proceed (NTP) to the Contractor. This notice will authorize the Contractor

to begin performing the required services outlined in the contract. The Notice to Proceed signifies the official start of project activities, establishing timelines and responsibilities, and ensuring that all required services align with the County's objectives for timely and effective program administration.

2.8.1 Preparatory Activities Post-Award Orientation

Within seven calendar days of the NTP, the Contractor shall attend an orientation and planning meeting with HCD at a time and location to be determined by HCD's Contract Administrator. HCD will assign a Contract Administrator to be the Contractor's primary point of contact with HCD.

2.8.2 Project Management

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

2.8.3 Transition Plan and Schedule

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

2.8.4 Outgoing Plan

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

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

The Contractor shall provide clarification to or discussion of the plan with HCD if requested.

2.9 Category B: Inspection Services

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

2.9.1 Inspection Overview

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

The Contractor shall:

- 2.9.2** Manage and oversee all operations and areas of the HCD 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, and performing the related requirements of the Voucher Program.
- 2.9.3** Inspect units in accordance with the HCD Section 8 Administrative Plan.
- 2.9.4** Place and remove abatements in accordance with the HCD Section 8 Administrative Plan.
- 2.9.5** 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.
- 2.9.6** Follow the current and future program requirements of federal statute, program regulation, notice, judicial order or

2.9.7 decree, directives and guidance applicable to the Voucher Program and litigation related to the Voucher Program. Call Center and Inspections Call Center shall be based in Miami-Dade County. Call Center shall be exclusive to Miami-Dade County.

2.10 Performance Based Incentives/ Disincentives , as further indicated below)

The charts below show the main operative metrics that HCD will use in determining the incentive and disincentive in the monthly payment of the Contractor. The Contractor shall ensure that all documents required by HUD, HCD’s Administrative Plan are properly indexed in the electronic file at the time of HCD review. The Contractor shall have a baseline performance standard that is the amount between the incentive performance and the disincentive performance. Each of the metrics shall be evaluated on a monthly schedule and HCD shall notify the Contractor(s) of their overall performance and shall be paid based on the calculation.

2.10.1 Category B Evaluation

The Contractor for Category B will be evaluated in the area of Inspections. The Contractor will have a baseline, and the incentives and disincentives will be calculated to determine the net effect to the baseline each month. For Category B services, the maximum disincentive is 1% of the Contractor’s portion of the Administrative Fee and the maximum incentive is 1% of the portion of the Administrative Fee paid to the Contractor. If the Contractor reaches the maximum disincentive for two months consecutively, HCD will have the right to terminate the contract and render the Contractor in default. All metrics listed below will be completed monthly. HCD will monitor and calculate the incentives, and disincentives, on a monthly basis. SEMAP standards will be reviewed in accordance with SEMAP guidelines unless otherwise specified.

Inspections			
Standard	Incentive Performance	Disincentive Performance	Incentive/ Disincentive
Quality Control Inspection Pass Rate (SEMAP #5)	≥ 95%	≤ 80%	0.25% Admin Fee
HQS Enforcement (SEMAP #6)	≥ 98%	≤ 96%	0.25% Admin Fee
Precontract HQS Inspections (SEMAP #11)	100%	≤ 99%	0.25% Admin Fee
Annual HQS Inspections Overdue (SEMAP #12)	≥ 2%	≤ 5%	0.25% Admin Fee
TOTAL Admin Fee Incentive			1%

2.10.2 Explanation of Operative Metrics Above

- 1. Accounts Receivable (+ 90 Days):** The amount of accounts receivable from landlords and participants that have not been collected for over 90 days.
- 2. Adjusted Income (SEMAP #3):** The percentage of files sampled that pass quality control review for adjusted income. In order to pass, the file must follow the method and policy of adjusted income calculation is correctly determined and verified.
- 3. Annual HQS Inspections Overdue (SEMAP #12):** Percent of units under contract where annual HQS/NSPIRE inspection is overdue (%) as reported in the SEMAP Indicators Report in PIC.
- 4. Annual Reexaminations (SEMAP #9):** HCD will review the reexaminations overdue (%) as reported in the SEMAP Indicators Report in PIC. Also, HCD will review the system of record to identify the created date of recertifications to ensure timely processing. Timely processing is defined as processing a recertification 30 days prior to the effective date to ensure timely notification to participants and owner. HCD will review the number of files processed on time based on the data in the system of record and the SEMAP Indicator Report. If either report reaches the disincentive performance, then the Contractor shall receive the disincentive. If both reports reach the incentive performance, then the Contractor shall receive the incentive for that month.
- 5. Correct Tenant Rent Calculation (SEMAP #10):** Percentage of families with incorrect rent calculation as reported in the SEMAP Indicators Report in PIC. The performance percentage will be confirmed through quality control reviews of files.
- 6. Delayed HAP Payments (+ 60 Days):** HAP payments to owners that have been delayed over 60 days, not in

accordance with policy and procedure.

7. **HQS Enforcement (SEMAP #6):** HCD reviews a quality control sample of inspections conducted monthly and evaluates if all the life and safety violations have been addressed within the required timeframe. The percentage of the quality control sample of inspections that show appropriate action was taken by the Contractor.
8. **PBV Vacancy Rate (%):** The cumulative vacancy rate of all of the PBV and RAD PBV units within HCD's portfolio. The vacancy rate will only include the PBV and RAD PBV units and will exclude tax credit or any other funding arrangement. The vacancy rate will only evaluate the units within the Contractor's scope of work.
9. **Port HAP/ Administrative Fee Collection (+ 90 Days):** The amount of portability HAP and Administrative Fees that are in accounts receivable for over 90 days.
10. **Precontract HQS Inspections (SEMAP #11):** Percent of units that did pass HQS/NSPIRE inspection before the beginning date of the assisted lease and HAP contract as reported in the SEMAP Indicators Report in PIC.
11. **Quality Control Inspection Pass Rate (SEMAP #5):** HCD Inspection staff reinspects a sample of units monthly for quality control of HQS/NSPIRE in accordance with 24 CFR 982.405 (b), 24 CFR 985.2. The percentage of those reinspections that pass is the inspection pass rate.
12. **Reasonable Rent (SEMAP #2):** The percentage of files sampled that pass quality control review for rent reasonableness. In order to pass, the file must follow the method and policy of rent reasonableness calculation that the Contractor and HCD establish.
13. **Utilization (Budget or Allocation):** The percentage of the contracted units that were leased during the month and the percent of the contracted funds spent during the month are both measured. Utilization of contracted funds (annual budget authority) is the percent of funds contracted for the month under review that have been expended for housing assistance payments or earned as fees by HCD. If either budget or allocation utilization incentive performance level is reached, then the Contractor shall receive the incentive. Only when both allocation and budget utilization reach the disincentive performance level will the disincentive come into effect for the next month.
14. **Waitlist Selection and New Admission Follows Policy (SEMAP #1):** The percentage of applicant files pulled from the waiting list that HCD quality control staff reviewed that follow HCD policy and were correctly selected. If HCD decides to pause waiting list pulls for the month under review, then the Contractor shall earn the baseline for the month.

2.11 Payment Schedule

The Contractor will be paid a percentage of the total Administrative Fees received by HCD. Payments to the Contractor shall be made monthly. Administrative Fee Note: HCD received \$23,911,308 in total Administrative Fees for Calendar Year 2024; the current Administrative Fee percentage paid to the contractor for Category A is 65%, and for Category B is 7.34% of the total Administrative Fee received by HCD. Any amounts stated are contingent upon federal grant allotment to the County.

APPENDIX B –Price Schedule
Category B – Inspection Services

Percentage of Administrative Fees

The flat, fixed fee shown below is the price as a percentage of the Administrative Fees received by HCD, for providing all services under the Category B- Inspection Services, as outlined in Appendix A, Scope of Services of this contract.

Percentage of Administrative Fees	7.25%
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Notes:

1. The Contractor' percentage fee shall remain firm and fixed for the initial term of the contract, including any option-to-renew and any extension periods. Any amounts stated are subject to funding, at the County's sole discretion, and contingent upon federal grant allotment to the County. The County reserves the right to negotiate the price annually, based on the funding received.
2. Percentage of Administrative Fee paid to the Contractor shall be based on the Contractor's portion of the Administrative Fees, to include incentives or disincentives calculated on a monthly basis, as outlined in Appendix A, Scope of Services of this contract.
3. Notwithstanding the above, the percentage specified for the option-to-renew years may be subject to negotiation at the County's sole discretion. This adjustment may consider factors such as changes in County operational costs or needs, fluctuations in HUD funding allocations, and/or the performance of the Contractor.
4. All out-of-pocket expenses, including without limitation, the cost of office space, materials, employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as they shall not be reimbursed separately by the County.