

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New   
 ☐ OTR   
 ☐ Sole Source   
 ☐ Bid Waiver   
 ☐ Emergency   
 Previous Contract/Project No. RFP-00429

☒ Re-Bid   
 ☐ Other – \_\_\_\_\_

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: EVN0000573 (RFP)   
 TERM OF CONTRACT 5 YEAR(S) WITH  YEAR(S) OTR

Requisition /Project Title: Property Management Services

Description: 
 PHCD is soliciting proposals for property management services for several housing development owned by Miami Dade County.

Issuing Department: PHCD   
 Contact Person: Tangie White   
 Phone: 786-469-2193

Estimate Cost/Value: 2,505,000.   
 GENERAL    FEDERAL    OTHER

Funding Source:  Federal

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">20876</span>	<span style="border: 1px solid black; padding: 2px;">20977</span>	<span style="border: 1px solid black; padding: 2px;">95878</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>		
<b>Contractor:</b>	<span style="border: 1px solid black; padding: 2px;">Royal American Managem</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
<b>Contract Value:</b>	<span style="border: 1px solid black; padding: 2px;">2,505,000.</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>		
Comments: <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 800px; height: 20px;"></span>					
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Basis of Recommendation: <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 800px; height: 30px;"></span>				
Signed: <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 200px; height: 20px;"></span>		Date sent to SBD: <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 150px; height: 20px;"></span>		
		Date returned to SPD: <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 150px; height: 20px;"></span>		

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



**REQUEST FOR PROPOSALS (RFP)  
EVENT No.: EVN  
EVENT TITLE: PROPERTY MANAGEMENT SERVICES**

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

**April** xx, 2023, at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, — Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**  
Strategic Procurement Department  
for  
Public Housing and Community Development Department

**MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:**

Cheryl Page, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3835  
E-mail: Cheryl.Page@miamidade.gov

**PROPOSALS DUE:**

**May** xx, 2023, at 5:00 P.M. (local time)

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)**

**Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All Proposals received and time stamped through the County's system, INFORMS, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the Proposal submittal deadline will be evaluated by the issuing department in consultation with the County Attorney's Office to determine whether the Proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Public Housing and Community Development (PHCD) Department, is soliciting proposals for property management services for several housing developments owned by Miami-Dade County.

There are four (4) geographical groups for the property management services, Group A - Northwest, Group B - Central, Group C - Southwest and Group D - South. The four (4) geographical groups may have multiple funding sources, Federal and Non-Federal, for the property management services. Proposers may propose on any or all the geographical groups.

The County may award multiple contracts by geographical locations, for a five-year period, at the County's sole discretion.

#### **The anticipated schedule for this Solicitation is as follows:**

Pre-Proposal Conference: TBD See front cover for date, time, and place. Attendance is recommended but not mandatory.

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: [Skarlex.Alorda@miamidade.gov](mailto:Skarlex.Alorda@miamidade.gov) or [Heidi.Johnson-Wright@miamidade.gov](mailto:Heidi.Johnson-Wright@miamidade.gov). TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions: TBD, 2023  
Proposal Due Date: See front cover for date and time.  
Evaluation Process: TBD, 2023  
Projected Award Date: TBD, 2023

### 1.2 Definitions

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

1. The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
2. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
3. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
6. The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

7. 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.
8. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
9. The words "Produced in the United States" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
10. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
11. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
12. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
13. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
14. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
15. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.
16. The words "Management Fee" to mean a charge levied by a property manager for managing an income producing property. The management fee is intended to compensate the managers for their time and expertise for managing the property.
17. The words "Mixed Income" to mean multifamily developments that include a mix of market-rate and dedicated/set aside affordable units (restricted to low-income households) in the same building or development.
18. The words "Oversight Fee" to mean the sum owed by the selected Proposer(s) to the County, to cover the cost incurred by PHCD for monitoring and inspecting the properties at any given time. Fee is determined by PHCD's recommendations and should be part of the proposed operating budget.
19. The word "Waiting List" to mean a list of applicants who have been screened, passed all selection criteria, and have received a pre-application approval letter and completed a rental application.
20. The words "Waiting List Management" to mean the Proposer list of pre-applicants to ensure that the wait for a unit does not become excessive.

### **1.3 General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein. Proposer 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.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

#### **1.4 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of Solicitations unless permitted by law.

#### **1.5 Cone of Silence**

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document.
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk

of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or, to the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee Members other than as provided in Section 2-11.1 of the Code, are prohibited.

#### **1.7 Public Entity Crimes**

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

#### **1.8 Lobbyist Contingency Fees**

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

#### **1.9 Collusion**

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

#### **1.10 Expedited Purchasing Program**

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened Solicitation timeline for submission of Proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and

terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

#### 1.11 **Sustainable Procurement Practices**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, (d) maximize fiscally responsible "high value, high impact" actions, and (e) advocate for advancing a more equitable, inclusive workforce by encouraging vendors doing business with Miami-Dade County to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities.

#### 1.12 **Contract Measures TBD by SBD**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code as follows:

##### **Set-aside:**

**This Solicitation is** set-aside for SBE's.

##### **Subcontractor Goal:**

\_\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of Proposal acknowledging the project SBE Measure. After Proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.12)



## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Public Housing and Community Development Department (PHCD), is soliciting proposals for qualified firm(s) to provide property management services for housing developments owned by Miami-Dade County as described below. The County receives federal subsidies in the form of Housing Assistance Payment (HAP) contracts from the U.S. Department of Housing and Urban Development (HUD) for properties listed as Federal Properties within the four groups: Nos. 1, 4, 7-11, 12, 17, 18, and 20.

It is the County's intent to provide safe, decent, sanitary, and affordable housing to low- and moderate-income families on these Properties. The selected Proposer shall manage mixed-income and/or Section 8 New Construction properties in accordance with all applicable Federal, State, and local Ordinances, Regulations, Codes, and Rules. Some developments are required to house a mixed-income population including persons with Section 8 vouchers. Selected Proposer(s) shall have the financial strength to provide full financial management responsibilities, to include the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff, and to ensure that the entire complex is safe and secure for all residents. An Accredited Management Organization (AMO®) is preferred.

Proposers may submit a proposal for one of the geographical groups, multiple geographical groups, or all geographical groups. The Proposer shall address all funding sources applicable to the respective geographical group. The funding sources are: 1) PHCD non-federal properties; 2) PHCD federal subsidy properties; and 3) PHCD non-federal properties with homeownership option (hereinafter referred to as "Non-federal", "Federal", and "Non-federal Homeownership"). Proposal submittal(s) that do not address the applicable funding sources ("Non-federal", "Federal", and "Non-federal Homeownership") may be deemed non-responsive. While the Federal funding source is specifically for Properties that require certain Federal provisions and requirements, similar provisions and/or requirements may be applicable to the other Properties as best practices.

### Group A - NORTHEAST GEOGRAPHICAL GROUP

164 Total Units					
	Property Name / Address	Description	Unit Type	# of Dwellings	Funding Source
1	<b>Wynwood</b> NW 32 St and NW 5 Ave. Miami, FL 33127	Townhouses, Duplexes, and Single-family homes Multifamily	2 Bedroom / 2 Bath 3 Bedroom / 2 Bath 4 Bedroom / 2 Bath	40 Units	Federal
2	<b>Madison Apartments</b> 259 Washington Ave. Miami Beach, FL 33139	One-Story Building Multifamily Mixed Income	Efficiency / Studio 1 Bedroom / 1 Bath 2 Bedroom / 2 Bath 3 Bedroom / 2 Bath	17 Units	Non-federal
3	<b>Ingram Terrace</b> 3120-3160 NW 131st St. Opa Locka, FL 33054	Five, 2-Story Buildings Multifamily Mixed Income	2 Bedroom / 1 Bath	40 Units	Non-federal
4	<b>Miami Gardens Apts.</b> NW 183 St. and 22 Ave. Miami, FL 33056	Two, 2-Story Buildings Multifamily	2 Bedroom / 2 Bath	45 Units	Federal
5	<b>**New Coming Soon** Magnolia North</b> 2145 Lincoln Ave. Opa Locka, FL 33054	One, 3-Story Building Mixed Use Housing 2 <sup>nd</sup> & 3 <sup>rd</sup> Floors Family	1 Bedroom / 1 Bath	12 Units	Non-federal



6	<b>**New Coming Soon**</b> <b>Medvin-New Brickell</b> School House Apartments 929 & 945 SW 3rd Ave. Miami, FL 33130	One, 7-Story Building School 1 <sup>st</sup> , 4-7 Floors Housing 2 <sup>nd</sup> & 3 <sup>rd</sup> Floors	1 Bedroom / 1 Bath	10 Units	Non-federal
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### Group B - CENTRAL GEOGRAPHICAL GROUP

339 Total Units					
	Property Name / Address	Description	Unit Type	# of Dwellings	Funding Source
7	<b>Singer Plaza</b> 1310 NW 16 St. Miami, FL 33125	One, 5-Story Building Elderly / Disabled	1 Bedroom / 1 Bath 2 Bedroom / 1 Bath	100 Units	Federal
8	<b>Little Havana I</b> 1759 SW 5 St. Miami, FL 33125	One, 4-story Building Elderly	Studio 1 Bedroom / 1 Bath	75 Units	Federal
9	<b>Riverside Apts.</b> 950 SW 1 St. Miami, FL 33130	One, 7-Story Building Elderly	Efficiency 1 Bedroom / 1 Bath	75 Units	Federal
10	<b>Coconut Grove</b> Douglas Road and Day Ave. Miami, FL 33133	Scattered Townhouses Multifamily	3 bedroom / 2 Bath 4 bedroom / 2 Bath	24 Units	Federal
11	<b>Gibson Plaza</b> 3160 Mundy St. Miami, FL 33133	One, 3-Story Building Elderly	Studio 1 Bedroom / 1 Bath	65 Units	Federal

### Group C- SOUTHWEST GEOGRAPHICAL GROUP

665 Total Units					
	Property Name / Address	Description	Unit Type	# of Dwellings	Funding Source
12	<b>Gran Via</b> 12700 SW 8 St. Miami, FL 33184	One, 5-Story Building Elderly	Studio 1 Bedroom / 1 Bath	104 Units	Federal
13	<b>Senator Villas</b> 8915 SW 40 St. Miami, FL 33165	One, 2-Story Building Elderly Mixed Income	Efficiency / Studio 1 Bedroom / 1 Bath 2 Bedroom / 1 Bath	23 Units	Non-federal
14	<b>Lakeside Towers</b> 7555 SW 152 <sup>nd</sup> Ave. Miami, FL 33193	Eight, 5-Story Buildings Multifamily Mixed Income	1 Bedroom / 1 Bath 2 Bedroom / 2 Bath 3 Bedroom / 2 Bath	384 Units	Non-federal
15	<b>Park Lake Apartments</b> 8201 SW 152 <sup>nd</sup> Ave. Cir. Miami, FL 33193	Nine, 1-Story Buildings Multifamily Mixed Income	Efficiency / Studio 1 Bedroom / 1 Bath 2 Bedroom / 1 Bath 2 Bedroom / 2 Bath	82 Units	Non-federal

<u>16</u>	<b><u>No Place Like Home (Southern Anchor)</u></b> 12300 SW 152 <sup>nd</sup> St. Miami, FL 33196	Townhouses in clusters of Six, with a homeownership component Multifamily	3 Bedroom / 2.5 Bath* 4 Bedroom / 2 Bath* *Includes a storage room	72 Units	Non-federal Homeownership
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### Group D - SOUTH GEOGRAPHICAL GROUP

259 Total Units					
	Property Name / Address	Description:	Unit Type	# of Dwellings	Funding Source
<u>17</u>	<b><u>Perrine</u></b> SW 173 St and Homestead Ave. Perrine, FL 33157	Duplex Style Townhouses Multifamily	2 Bedroom / 1 Bath 3 Bedroom / 2 Bath 4 Bedroom / 2 Bath	64 Units	Federal
<u>18</u>	<b><u>Goulds</u></b> SW 220 St. and SW 112 Ave. Miami, FL 33170	Single Family Homes Multifamily	2 Bedroom / 2 Bath 3 Bedroom / 2 Bath 4 Bedroom / 2 Bath	48 Units	Federal
<u>19</u>	<b><u>Leisure Villas</u></b> 28701 SW 153 Ave. Miami, FL 33033	Two, 15 Unit Buildings Multifamily Mixed Income	3 Bedroom / 2 Bath	30 Units	Non-federal
<u>20</u>	<b><u>Milton Manor</u></b> 145 SW 7th St. Homestead, FL 33030	One, 3-Story Garden Style Walkup Building, Multifamily	Efficiency / Studio 1 Bedroom / 1 Bath	60 Units	Federal
<u>21</u>	<b><u>Gateway Apartments</u></b> 155 NW 14 <sup>th</sup> St. Florida City, FL 33034	One, 2-Story Building Multifamily Mixed Income	1 Bedroom / 1 Bath 2 Bedroom / 1 Bath 4 Bedroom / 2 Bath	57 Units	Non-federal

Some developments are required to house a mixed-income population including persons with Section 8 vouchers. The selected Proposer(s) shall manage mixed-income and/or Section 8 New Construction properties, in accordance with all Federal, State, and applicable local ordinances, regulations, codes, and rules.

## 2.2 Requested Services for All Groups

Unless otherwise defined and further detailed in the specific Group, the selected Proposer shall provide the following services:

### 2.2.1 Waiting List Management and Tenant Selection

The selected Proposer shall establish an electronic Waiting List Management Plan (Plan) to manage, update, and facilitate the waitlist process to ensure an equitable and orderly allocation of new affordable housing opportunities available to qualified applicants in accordance with local, state, and federal guidelines including Miami-Dade County Board of County Commissioners Resolution No. R-1078-17. The Plan shall utilize a neutral computer-driven random selection process that determines the applicant's ranking at the time of the initial application with separate rankings for its programs: one for project-based programs and another for affordable housing programs, per property.

Offers shall be effectuated by written notice on corporate letterhead sent by US mail and electronically (email or text messages). The Waiting List Management Plan shall include automatic processes to document why an applicant has been bypassed, denied, approved, and/or removed from the unit offering process. The selected Proposer shall be fully responsible for auditing and tracking all changes on the application, to include but not limited to its initial application submission to when the resident moves in or moves out. The selected Proposer shall maintain such audit trail tracking

in such a manner as to have complete documented historical records. The audit should also include testing the electronic application process and validating the initial eligibility.

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

The selected Proposer shall ensure that no conflicts of interest exist between the selected Proposer(s) and County employees or their families.

## **2.2.2 Lease and House Rules**

The selected Proposer shall be responsible for executing leases. The selected Proposer may propose a new lease for the awarded development, but such a lease is subject to PHCD and possibly HUD approval. The proposed new lease shall be submitted to the County's Project Manager for approval prior to implementation. Selected Proposer shall prepare and execute dwelling leases in its name, identified thereon as Managing Agent for PHCD. The terms of all leases shall comply with all local laws and ordinances. In addition, the selected Proposer shall also:

- 2.2.2.1 Obtain approval from the County Project Manager, prior to entering into a lease agreement or contract with an employee of the selected Proposer(s) or Miami-Dade County.
- 2.2.2.2 Offer no rent credits and/or waiver of rental fees for employment services rendered to an employee of the selected Proposer(s) or Miami-Dade County, who is also a resident of any property managed under the proposed contract.
- 2.2.2.3 Promote a Smoke-Free Policy by implementing the adopted "Smoke – Free" Policy for all housing developments in accordance with the provisions of HUD Notice H2010-21 (September 15, 2010). Selected Proposer shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke-free buildings. Selected Proposer shall post smoking-designated areas. The selected Proposer shall work with the County Project Manager to provide educational materials to the tenants that explain smoking cessation has demonstrated health benefits and that secondhand smoke represents a serious health risk to non-smokers. Smoking in dwelling units is prohibited. Selected Proposer reserves the rights including, but not limited to, termination of tenancy through eviction or the imposition of a reasonable charge for cleaning the unit where a household has been found to be in violation of this policy.
- 2.2.2.4 Implement Public Housing and Community Development's (PHCD) adopted owner-admissions for a preference for people experiencing homelessness, in accordance with the Memorandum of Understanding (MOU) between Miami-Dade Homeless Trust and PHCD in connection with HUD Notice 2013-21 (<http://portal.hud.gov/hudportal/documents/huddoc?id=13-21hsgn.pdf>).
- 2.2.2.5 Lease packages shall contain Miami-Dade County's Ethics Disclosure Form (referred to as Attachment C).

## **2.2.3 Purchasing and Contracting**

In addition to any requirements specified in the Management Plan (see Proposer Information Section, Question 11) or other provisions to ensure a fair, open, and competitive bidding process, the selected Proposer shall:

- 2.2.3.1 Comply with Generally Accepted Accounting Principles (GAAP) and general standards purchasing regulations and applicable laws of Florida. All contracting and purchasing must remain within the approved operating budget.
- 2.2.3.2 Obtain written approval from the County Project Manager for all purchases over Five Thousand Dollars (\$5,000) per occurrence. Approval request shall include a copy of the scope of work and bid package issued when services were procured, at minimum written cost estimates (i.e. bids) from at least three (3) contractors or suppliers for any work item, and the Agent's recommendation. All bids shall be issued as a single simultaneous notification to all potential bidders. This includes but not limited to original bid issuance, addenda, and cancellations in all communication containing material information or changes to the bid. All bidding deadlines

shall be established as a single simultaneous date/time. Acceptance of all sealed bids shall be logged and recorded using a time stamp and date method.

- 2.2.3.3 Late Submittals and bid submittals using other method than required shall be logged and recorded using a time and date stamped method but shall not be opened or considered for an award.
- 2.2.3.4 Create, establish, and implement a Cone of Silence process, prohibiting certain oral communications regarding a particular RFP, RFQ or bid during the period the Cone is in effect. Written communications are always permitted, providing the written communication has been sent as a single simultaneous notification to all potential bidders, at the same time. The established process shall contain a complete and thorough description of the Proposer's Cone. The Proposer's Cone of Silence shall prohibit any communication regarding a particular RFP, RFQ or bid solicitation after the Proposer has advertised. The Proposer's Cone of Silence process should be designed to protect the professional integrity of the Proposer's procurement process by shielding it from undue influences prior to the recommendation of contract award. The Proposer's Cone of Silence shall be applicable to all bids, excluding emergencies.
- 2.2.3.5 Comply with all applicable federal, state, and local rules regarding procurement and contract administration in the performance of those duties.
- 2.2.3.6 Obtain contract materials, supplies, and services at the lowest possible price and with the most advantageous terms to the County. Secure and credit to the County all discounts, rebates, and commissions obtainable with respect to purchases, service contracts, and all other transactions on behalf of the Property. In no event can the Proposer receive rebates associated with the County properties from any corporate accounts.
- 2.2.3.7 All materials purchased shall be of equal or better quality than existing materials and shall conform to authority standards. All workmanship shall be per industry standards and material manufacturers' recommendations.
- 2.2.3.8 Agree that all goods and services purchased shall be at prices not in excess of those that would be incurred in making purchases on the open market.
- 2.2.3.9 Solicit written price estimates (i.e. bids, quotes, etc.) from at least three (3) contractors or suppliers for any work item and accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The selected Proposer shall make every reasonable effort to assure that the Property is obtaining services, supplies, and purchases at the lowest possible price.
- 2.2.3.10 Create and maintain a written record or any verbal estimates. Copies of all required bids and documentation of all other written or verbal price comparisons made by the selected Proposer shall be made part of the awarded Property's records and shall be retained for five (5) years from the date the work was completed.
- 2.2.3.11 Make available to the County, when requested, all records of the selected Proposer's management company and its subcontractors, if any, which relate to the provision of goods or services to the Property, whenever Property funds have been used to pay for such goods and/or services (other than management services).
- 2.2.3.12 Comply with all provisions guidelines for HUD to recruit and offer employment opportunities to qualified residents who meet the selected Proposer hiring requirements. Documentation of compliance shall be subject to inspection by PHCD or its designee, and selected Proposer shall agree to submit such documentation upon request.

## **2.2.4 Financial Management**

The selected Proposer shall:

- 2.2.4.1 Submit monthly income and expense reports to the County Project Manager for review and approval.
- 2.2.4.2 Prepare a recommended annual operating budget and replacement for reserves budget for each fiscal year beginning, for the term of the Agreement. The selected Proposer shall submit the budget to the County Project Manager at least ninety (90) days before the beginning of each fiscal year for approval. Annual disbursements for each type of operating expenses itemized in the budget shall not exceed the amount authorized by the approved budget. The County will promptly inform the selected Proposer of any changes incorporated in the approved budget, and the selected Proposer shall keep the County informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Financial statements shall be examined by an independent public accountant and shall be in a form acceptable to the designated auditor, for inclusion in the audited financial statements at the end of the County's fiscal year (September 30). Accounting procedures shall conform to applicable requirements by the County, PHCD, and HUD authorities.
- 2.2.4.3 Follow the approved yearly budget. The selected Proposer shall notify PHCD in written form when a deficit is foreseen or incurred. Deficit shall not impact services and maintenance responsibilities. If deficit occurs, the

County at its sole discretion may recommend terminating the contract. PHCD does not support or fund any deficits incurred by the selected Proposer.

## **2.2.5 Reports**

- 2.2.5.1 Establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to the County. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the County.
- 2.2.5.2 Have an annual financial audit report prepared by a certified public accountant. The report shall be prepared in accordance with GAAP and submitted to the County within sixty (60) days after the end of the County's fiscal year (September 30). The preparer's services shall be paid for out of the General Operating Account as an expense of the Property.
- 2.2.5.3 Furnish information to the County, when requested, with respect to the financial, physical or operational condition of the Property.
- 2.2.5.4 Furnish the County with an itemized list of all delinquent accounts, by the tenth day of each month and general operating accounts by the tenth day of the same month.
- 2.2.5.5 Provide to the County, by the tenth of each month, with a management report to include, but not limited to, the following documentation corresponding to the previous month:
  - 2.2.5.5.1 Statement of receipts, deposits and disbursements.
  - 2.2.5.5.2 Schedule of account receivable and account payable.
  - 2.2.5.5.3 Reconciled bank statements for all accounts maintained on behalf of the County.
  - 2.2.5.5.4 Income and expense report.
  - 2.2.5.5.5 Balance sheet report.
  - 2.2.5.5.6 Rent collection, work order, and occupied/vacant units.
- 2.2.5.6 Be responsible for the cost of all off-site bookkeeping, clerical and other management overhead expenses (including but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel and telephone services), which shall not be treated as Property expenses, unless approved in writing by the County.

## **2.2.6 Security**

The selected Proposer shall be required to manage in such a way as to maximize the safety and security of the residents and minimize crime. Selected Proposer shall document and report in writing all incidents including criminal and/or the suspicion of such activity on or near the surrounding premises, to County Project Manager, within twenty-four (24) hours of occurrence.

## **2.2.7 Personnel**

### **The selected Proposer shall:**

- 2.2.7.1 Hire, pay, supervise, and discharge all employees to be employed in the direct management of the awarded Property. **Employees managing federal properties and resident files shall actively hold a HUD Certified Occupancy Specialist (COS) designation.**
- 2.2.7.2 Employ Maintenance technicians that hold an active **HVAC/Refrigerant Certificate** and **or Certified Apartment Maintenance Technician (CAMT) designation.**
- 2.2.7.3 Obtain qualifications, licensing and code requirements applicable to completing assigned tasks for all employees.
- 2.2.7.4 Provide payment for all wages, benefits and payroll taxes, Social Security taxes, Medical Insurance, Pension Plan, Worker's compensation and Housing allowance, if applicable, for all employees of the development, subject to industry standards and regulations. Such cost shall be paid out of the General Operating Account and shall be treated as a project expense.
- 2.2.7.5 Pay directly all employees who work off-site or in the selected Proposer's office out of the Management Fee paid by the project. One (1) Regional property supervisor is required per 800 units.
- 2.2.7.6 Provide strategies to recruit, solicit for employees and facilitate training to employees.
- 2.2.7.7 Provide qualified personnel to cover when senior management is not available.

**2.2.8 Evictions/Lease Termination**

The selected Proposer shall be responsible for all aspects of the following:

1. Vacating tenants prior to lease expiration.
2. Destruction of property by tenants.
3. Tenants not adhering to rent collection due dates.
4. Removal of personal property; and evictions.

Selected Proposer shall have a contracted attorney or firm for the duration of the contract and at no additional cost to the County and shall be required to inform PHCD of any attorney related proceedings related to the contract.

**2.2.9 Maintenance, Repair and Miscellaneous Cost**

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

- 2.2.9.1 Prepare and provide the County Project Manager with a preventative maintenance plan and complete preventative maintenance activities in the most cost effective and efficient manner.
- 2.2.9.2 Contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees, in accordance with regulations. The referenced regulations applicable to this Group must be included in all solicitation and contract documents.
- 2.2.9.3 Systematically receive and investigate all service requests from residents, take such action thereon as may be justified and shall keep records of the same. Emergency requests shall be received and serviced on a twenty-four-hour basis. All emergency repairs must be completed within twenty-four hours from the report of the incident. Serious complaints involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property, shall be reported to the County after investigation regardless of the cost.
- 2.2.9.4 Purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.
- 2.2.9.5 Obtain written approval from County Project Manager for any expenditure which exceeds Three Thousand Dollars (\$3,000) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Property. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or Property, or that are required to avoid suspension of any necessary services to the Property. In event of the latter, the selected Proposer shall inform the County, in writing, of the facts within twenty-four hours of occurrence.
- 2.2.9.6 Coordinate and plan all aspects of any fire restoration, remodeling, enhancements, improvements or maintenance and repairs of any kind for the property including bidding-out, coordinating, managing, and supervising any such work. The Proposer shall be responsible for all personnel levels that are appropriate for the procurement process to include appointing the appropriate in-house project management possessing the appropriate license(s), certification(s), experience(s), skill(s) and ability(s) to manage the specific property at no additional cost to the County. The work to be performed shall be in compliance with all pertinent regulations. The selected Proposer shall provide to the County, before commencing any repairs, documentation to demonstrate compliance. The selected Proposer shall also monitor the work during the repair phase requirements and submit to the County a monthly report, as requested by the County Project Manager, and which shall include a daily activity report for the month. The County will provide the forms necessary to monitor contractors and/or subcontractors compliance.
- 2.2.9.7 Be responsible for the payment of each property's Oversight Fee. Fee is determined by PHCD's recommendations and should be part of the proposed operating budget.
- 2.2.9.8 Obtain all permits, licenses and/or certificates necessary to execute maintenance service and/or repairs.

- 2.2.9.9 Provide a Hurricane Preparedness Plan. The selected Proposer shall be responsible for all hurricane duties which shall include pre-season preparation, during, and post storm responsibilities, as detailed in Attachment D, Hurricane Duties. Activation of hurricane phases, as described in Attachment D, Hurricane Duties, shall be in accordance to National Oceanic and Atmospheric Administration (NOAA).

## **2.2.10 Green Seal Products**

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

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

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

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

## **2.2.11 Banking Requirement**

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST (QPD). Proposer(s) are required to use QPD Banking institution for all deposit accounts. Per FL Statutes (Florida's public deposits program under Chapter 280, F.S.) The county is required to use one of the listed qualified banks for deposits of public funds. The below link list of Banks: [List of Active QPDs.xlsx \(myfloridacfo.com\)](#).

## **2.2.12 Site Visits**

In addition to the scheduled site visit, prior to submitting a proposal, Proposers shall become familiar with the Project Site- see Section 2.0 Scope of Services (Geographical Groups) for the overview of the property locations and conduct additional investigations and due diligence to ascertain site condition, etc. and all other site and/or project-related requirements, to ensure that the proposer submits pricing is in line for the respective locations.

## **2.3 Tasks Requested Services – PHCD Non-Federal Properties**

The Non-federal consists of eleven (11) properties Nos. 2, 3, 5, 6, 12-15, 16\*, 19, and 21. (\*Property No. 16 has a homeownership component). The selected Proposer shall provide services outlined in Section 2.2, Requested Services for All Geographical Groups, along with the following services:

### **2.3.1 Rent Determination and Recertification**

- 2.3.1.1 Prepare and verify eligibility certifications and re-certifications, in accordance with the guidelines established by the State of Florida, Miami-Dade County, and HUD guidelines, as applicable.
- 2.3.1.2 Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with the State, Miami-Dade County, and HUD regulations, as applicable.



**2.3.2 Rent Collection**

The selected Proposer shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded Property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government, as per Section 2.2.11. This account shall be carried in the selected Proposer's name(s) and designated on record as "(Property Name) General Operating Account." The selected Proposer shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and HUD rules, regulations, and guidelines; the safekeeping of rental receipts, as well as producing and delivering the monthly rental statements to tenants. The selected Proposer must establish system and encourage electronic (automatic) rent payments.

**2.3.3 Security Deposits**

The selected Proposer shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and HUD laws and regulations. The amount of each security deposit shall be in accordance with HUD regulations (24 CFR Chapter 8 Part 880.608) procedures or an amount equivalent to one (1) month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the selected Proposer and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government, as per Section 2.2.11. This account shall be carried in the selected Proposer name and designated on record as "(Property Name) Security Deposit Account." The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest minus any refunded/returned security deposits. The selected Proposer shall comply with any applicable state and local laws concerning interest payments on security deposits.

**2.3.4 Management Fee**

The selected Proposer shall be compensated per the Proposer submittal management fee, based on a percentage of total tenant rent collected, which shall be charged to the property for managing units at the given location. The Management Fee shall be part of the operating budget, Management Plan, and report on the financial statements as indicated in the Proposer Information Section.

**2.3.5 Reports**

The selected Proposer shall maintain and submit documents in a format prescribed by the County to comply with all provisions of HUD Real Estate Assessment Center (REAC), [www.hud.gov/offices/reac/](http://www.hud.gov/offices/reac/).

**2.4 Requested Services – PHCD Federal Properties**

PHCD Federal Properties consists of ten (10) federally subsidized rental developments. PHCD Federal properties are numbered as 2, 3, 5, 6, 12-15, 19, and 21 (including any other sub-properties delineated as Federal. The County receives federal subsidy in the form of Housing Assistance Payment (HAP) contracts from HUD for all properties listed as federal properties. The selected Proposer shall provide services outlined in Section 2.2, Requested Services for All Geographical Groups, and adhere to the requirements in Attachment E, General Conditions for Non-Construction Contracts, along with the following services:

**2.4.1 Rent Determination and Recertification**

- 2.4.1.1 Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the State of Florida, Miami-Dade County, and HUD guidelines, as applicable.
- 2.4.1.2 Develop rent schedules and rent increases, which shall be based on property values, schedules and/or comparables and shall be approved by the County's Project Manager, in compliance with the State, Miami-Dade County, and HUD regulations, as applicable.

**2.4.2 Rent Collection**

The selected Proposer shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded Property. Such receipts, except for resident's security deposits, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government as per Section 2.2.11. This account shall be carried in the selected Proposer's name(s) and designated on record as "(Property Name)

General Operating Account.” The selected Proposer shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards and HUD rules, regulations, and guidelines; the safekeeping of rental receipts, as well as producing and delivering the monthly rental statements to tenants.

#### **2.4.3 Security Deposits**

The selected Proposer shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, local and HUD laws and regulations. The amount of each security deposit shall be in accordance with HUD regulations (24 CFR Chapter 8 Part 880.608) procedures or an amount equivalent to one month rent on the non-federally subsidized properties. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the selected Proposer and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government, as per Section 2.2.1 This account shall be carried in the selected Proposer’s name and designated on record as “(Property Name) Security Deposit Account”. The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest minus any refunded/returned security deposits. The selected Proposer shall comply with any applicable state and local laws concerning interest payments on security deposits.

#### **2.4.4 Management Fee**

The selected Proposer shall be compensated per the Proposer submittal management fee, based on a percentage of total tenant rent collected, which shall be charged to the property for managing units at the given location. The Management Fee shall be part of the operating budget, Management Plan, and report on the financial statements as indicated in the Proposer Information Section.

#### **2.4.5 Compliance with HUD Regulations**

The selected Proposer for Milton Manor and Section 8 New Construction Properties shall comply with HUD rules and regulations, when applicable to the management of the awarded properties and in accordance with all federal laws and regulations related to multi-family housing, all federal, state and local civil rights laws, implementing regulations notices and Executive Orders, including but not limited to Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968 (<http://www.usdoj.gov/crt/housing/hcehome.html>) as amended (Fair Housing Act); the Architectural Barriers Act of 1968; Section 109 of the Housing and Community Development Act of 1974 (Section 109) HUD’s implementing regulations.

#### **2.4.6 Reports**

The selected Proposer shall maintain and submit documents in a format prescribed by the County to comply with all provisions of HUD Real Estate Assessment Center (REAC), [www.hud.gov/offices/reac/](http://www.hud.gov/offices/reac/).

#### **2.4.7 Section 3 Requirements of the HUD Act of 1968**

Section 3 of the Housing Community Development (HUD) Act of 1968, as amended requires that the selected Proposer, contractors and subcontractors shall make their best efforts to give training and employment opportunities to residents of the housing developments and opportunities be directed toward low and very low-income persons.

Selected Proposer shall be required to comply with Section 3 requirements and shall disclose the activities that they intend to undertake to comply with the Section 3 training and employment preference or Section 3 contracting preference, or both, if applicable.

### **2.5 Deliverables Request Services – PHCD Non-Federal properties, with a homeownership component**

PHCD non-federal properties, with a homeownership component consist of one (1) PHCD property (No. 16 includes storage space as described), formerly known as the U.S. Coast Guard housing facility, which is currently being operated as a transitional housing program known as “No Place Like Home” (NPLH) that provides a bridge to affordable home ownership for participating families. The selected Proposer shall provide services outlined in Section 2.2, Requested Services for All Groups, along with the following services:

**2.5.1 Rent Determination**

The County shall determine rent based on eighty percent (80%) of the Fair Market Rate of the unit based on the latest Fair Market Rents. Rents for the area are published by HUD. Not more than sixty percent (60%) will be utilized for facility and program operating expenses. The County will not provide any financial subsidies to the Residents.

**2.5.2 Rent Collection and Other Receipts**

The selected Proposer shall be responsible for the collection of rents and other amounts receivable on behalf of the County in connection with the management and operation of the awarded property. Such receipts, except for resident's security deposits and the separate 40% applied to each occupant's savings account, shall be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government, as per Section 2.2.11. This account shall be carried in the selected Proposer's name(s) and designated on record as (Property Name) "General Operating Account." The selected Proposer shall be responsible for maintenance of rental collection records, including records of delinquencies that conform to accepted property management standards, regulations and guidelines; the safekeeping of rental receipts as well as producing and mailing the monthly rent statements to tenants. Additionally, the selected Proposer shall maintain in its records and provide such to the County along with its financial statements or upon request, an accurate accounting of all rental payments collected from occupants, separated in two categories: 60% applied to operational expenses; and 40% applied to each occupant's savings account. All collections applied to occupants' savings will be disbursed in accordance with the program guidelines, as prepared and presented to the selected Proposer by PHCD. In the event that a resident is evicted from the Property, the County shall determine in its best interest what to do with the Savings associated with the resident that is evicted. It is anticipated that any such amount will be used to cover any back rent, damages to unit, eviction costs, etc. In the instance that a participant cannot complete the program for personal reasons/hardship, the same would apply. The security deposit (interest bearing) is refundable, subject to guidelines. The guidelines for such instances will be finalized by PHCD and provided to the selected Proposer.

**2.5.3 Security Deposits**

The selected Proposer shall collect, deposit, disburse, and manage security deposits in accordance with applicable state, and local laws and regulations. The amount of each security deposit shall be in accordance with the NPLH Program Procedures and an amount equivalent to one month's rent. All resident security deposits shall be placed in a bank account separate from all other accounts and funds of the selected Proposer and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government, as per Section 2.2.11. This account shall be carried in the selected Proposer name and designated on record as (Property Name) "Security Deposit Account." The balance of the account shall at all times be equal to the total amount collected from the families then in occupancy, plus any accrued interest. The selected Proposer shall comply with any applicable state and local laws concerning interest payments on security deposits.

**2.5.4 Savings Deposit**

The selected Proposer shall collect, deposit, disburse, and manage savings deposits in accordance with applicable state, local laws, and regulations. The amount of each savings deposit shall be in accordance with the NPLH Program Procedures and an amount equal to forty percent (40%) of the monthly rent amount. All resident savings deposits shall be placed in a bank account separate from all other accounts and funds of the selected Proposer and the County. Said account shall be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government, as per Section 2.2.11. This account shall be carried in the selected Proposer name and designated on record as (Property Name) "Savings Deposit Account." The balance of the account shall at all times be equal to the total amount collected from the families for the Savings Program then in occupancy, plus any accrued interest. The selected Proposer shall comply with any applicable state and local laws concerning interest payments on savings deposits.

**2.5.5 Management Fee**

The selected Proposer shall be compensated per the Proposer submittal management fee, based on a percentage of total tenant rent collected, which shall be charged to the property for managing units at the given location. The

Management Fee shall be part of the operating budget, Management Plan, and report on the financial statements as indicated in the Proposer Information Section.

#### **2.5.6 Security**

The selected Proposer shall provide security guard services at the gate (entrance of the property) on a 24/7 basis starting at the time the first twenty (20) units are occupied.

#### **2.5.7 Residents' Water & Sewer, Electricity, and Trash/Recycling**

The Residents will pay a pro-rata share of the water and sewer costs (there are no individual meters for water) and their own electric bill (there are individual meters for electric). The Property shall provide trash and/or recycling services as well as other common costs associated with managing the property.

#### **2.6 Additional Work/Services/Sites**

In the event the County wishes to include additional properties for property management services hereunder, the County will issue a work order proposal request to the selected Proposer(s), which will describe the process the County will follow to include such properties in any agreement. The additions shall comply with the rules, regulations, and laws for the respective Group.

### **3.0 RESPONSE REQUIREMENTS**

#### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package, including the Proposer Information Section and appropriate Form 1, Price Proposal Schedule, one (1) for each selected Geographical Group.** Proposers may submit a proposal for one of the geographical groups, multiple geographical groups, or all geographical groups. However, the Proposer must address all funding sources applicable to the respective geographical group. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

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

Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.

#### **Recorded eSupplier Workshop**

[https://www.miamidade.gov/global/news-item.page?Mduid\\_news=news1652724628268780](https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780)

Password: q37%t+pG

#### **Submit a Bid Job Aid**

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

### **4.0 EVALUATION PROCESS**

#### **4.1 Review of Proposals for Responsiveness**

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

**4.2 Evaluation Criteria**

Proposals will be evaluated by a Competitive Selection team which will evaluate and rank Proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee Member.

**Technical Criteria****Points**

- |  |           |
|--|-----------|
| 1. Management Plan, methodology and approach to providing the type of service described in this RFP.   | <b>10</b> |
| 2. Proposer's relevant experience in property management of Federal and Non-Federal properties, qualifications, capabilities, and past performance in providing these types of services.   | <b>30</b> |
| 3. Financial Business Plan   | <b>10</b> |
| 4. Experience and qualifications of key personnel, including key personnel of Subcontractors, which will be assigned to this project, and experience and qualifications of Subcontractors. | <b>35</b> |

**Price Criteria****Points**

- |   |           |
|---|-----------|
| 5. Proposer's proposed price/Management Fee | <b>15</b> |
|---|-----------|

**Note:** Section 3 of the HUD Act of 1968 requires that job training and employment opportunities be directed to businesses that are owned by, or that substantially employ low or very-low-income persons (see Attachment B). Section 3 businesses pre-qualified by PHCD are eligible to receive a maximum of five (5) additional points. For further information, fax PHCD Quality Assurance and Compliance at (305) 644-5394. Proof of certification shall be submitted with proposal.

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee (shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

Additionally, pursuant to County Resolution No. [R-62-22](#), the Competitive Selection Committee shall be provided with all reports and findings (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a



written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

#### **4.3 Oral Presentations**

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation and/or recorded negotiation meeting or sessions). Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Selection Factor – only applicable to PHCD Non-Federal**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: [Sbdcert@miamidade.gov](mailto:Sbdcert@miamidade.gov).

The SBE must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract term may remain on the Contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

**OR**

A Selection Factor is not applicable to this Solicitation. TBD after SBD review

**OR**

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

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

#### **4.5 Local Certified Veteran Business Enterprise Preference only applicable to PHCD Non-Federal**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

**4.6 Price Evaluation**

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

**4.7 Local Preference only applies for PHCD Non-federal**

The evaluation of competitive Solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee (or Review Team) will recommend that a contract be negotiated with said local Proposer.

**4.8 Negotiations**

The Competitive Selection Committee (or Review Team) will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Competitive Selection Committee (or Review Team) pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

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

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System:  
<https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

**4.9 Contract Award**



Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final. **Any award for PHCD Federal properties may require approval from HUD.**

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

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

### **5.0 TERMS AND CONDITIONS**

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### a) **Supplier/Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

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

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

#### c) **Inspector General Reviews**

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. **The cost will not be deducted for PHCD Federal Properties**). The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

#### d) **User Access Program**

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County Contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP. **User Access Program (Not applicable to PHCD Federal Properties)**.

### **6.0 ATTACHMENTS**

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration Affidavit (for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions), Contractor Due Diligence Affidavit, Exhibit A – Common Carrier or Contracted Carrier (as applicable)

- Form 1 – Price Proposal Schedule
- Certificate of Assurance Affidavit TBD after SBD review
- Attachment A – Site Visit Schedule
- Attachment B - Section 3 of the HUD Act
- Attachment B1 - Document 00400, Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)
- Attachment B2 – Document 00200, Section 3 Business Preference Claim Form
- Attachment C – Ethics Disclosure Form for all PHCD Programs
- Attachment D – Hurricane Duties
- Attachment E – General Conditions for Non-Construction Contracts
- Draft Form of Agreement (PHCD Non-Federal with Homeownership and Federal)

DRAFT

## Proposer Information

### Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience (both strengths and weaknesses), to include traditional and project-based Section 8 property management, waitlist management (to include software used), and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Provide information as to why the experiences were stated as strengths or weaknesses.

2. Describe experience and performance with First Housing Annual Management Reviews, U.S. HUD Real Estate Assessment Center (REAC) inspections, and U.S. HUD Management and Occupancy Reviews (MOR). List results and scores of the inspections and reviews within the last three (3) years.
3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. **In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21 is this acceptable for this proposal?** The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) client, (ii) property name and address, (iii) description of work, (iv) total dollar value of the contract, (v) dates covering the term of the contract, (vi) client contact person, phone number, and email address, (vii) statement of whether Proposer was the prime contractor or subcontractor, and (viii) the results of the project.
5. **Federal Funding** - PHCD federal subsidy properties shall address all matters concerning any and all Federal requirements, special processes, and provisions (including Section 3 requirements) that are applicable to these properties. Additionally, Proposers shall describe Proposer's experience and past performance in dealing with properties receiving federal subsidy in the form of Housing Assistance Payment (HAP) contracts from the HUD.
6. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

#### **Key Personnel and Subcontractors Performing Services**

7. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
8. Identify Subcontractors, if any. List the names, addresses of all first-tier subcontractors, and describe the extent of work to be performed by each first-tier subcontractor. Describe the experience, qualifications, and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project.
9. Describe the experience, qualifications, and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of Subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

**Note:** After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

#### **Proposed Approach to Providing the Services**

10. Provide proposed preliminary Management Plan in sufficient detail for each location for which the Proposer is interested. Describe:
- Describe proposed approach to provide property management services including all related functions.
  - Describe how Proposer insures adherence to Federal, State, and applicable local Ordinances, Regulations, Codes, and Rules.
  - Describe proposed method to collect rent, provide corrective and preventative maintenance services and how Proposer intends to enforce lease requirements.
  - Describe the process and the information used by Proposer to set and determine rent amounts and detail the Proposer's process for lease agreement renewals.
  - Describe proposed process on handling tenant proceedings such as evictions, removal of personal property, destruction of property by tenant, and tenants not adhering to rent collection dates.
  - Provide an actual or proposed budget, income and expense report for a property managed by the Proposer as evidence of the Proposer's financial reporting systems and expertise in operating matters which shall include a descriptive plan for routine, preventive, and non-routine maintenance for the term of the contract, including any renewal or extension periods thereof. Proposed Management Fee shall be included in the budget.
  - Provide evidence of adequate financial strength to include full financial management responsibilities, describing the ability to purchase all required supplies and services, make capital repairs and improvements, hire and maintain adequate staff for the term of the contract, including any renewal or extension periods thereof.
  - Provide Proposer's most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
  - Provide detailed description of safety and security standards and procedures.
  - Provide a sample of a residential lease agreement to be used.
  - Describe method and policies of tenant screening and selection procedures.
  - Describe strategies for recruiting, soliciting, and facilitating training of its employees/personnel.
  - Describe any other related property management, unskilled, semi-skilled, skilled, licensed, project management tasks, roles, and responsibilities.
11. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
12. Describe Proposer's approach to establishing, transferring, and administering a Waiting List Management Plan to create, manage, update, and/or facilitate an electronic waitlist.
13. Provide a project management schedule identifying specific key tasks and duration for startup, including a transition plan (if necessary) from current Contractor.
14. Provide details on Proposer's managerial resources.
15. Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
16. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

#### **Proposer's Sustainable Practices**

17. Describe in detail Proposer's sustainable business practices by addressing the three pillars of sustainability: environmental, social/fair labor standards and economic

**a. Environmental**

- i. Provide Proposer's environmental policies, programs, certifications, and other efforts to promote environmental awareness, and environmentally friendly practices in daily business operations.
- ii. Describe what innovative technology (ies) will be utilized in the provision of services to minimize environmental impacts. These may include but not be limited to use of paper.....

**b. Social/Fair Labor Standards** - Contributions to the health, well-being, and development of its employees, including individuals with disabilities and neurodivergent persons.

- i. Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include:
  - ✓ Job classification descriptions of any and all services to be performed;
  - ✓ Details on providing safe and accessible working conditions to all employees;
  - ✓ Equitable wage/benefit determination practices.
  - ✓ Proposed wage structure and benefits for the Proposer's employees performing services on the resultant contract.
  - ✓ Detailed documentation on employee hiring, development, training, evaluation process and promotional opportunities.
- ii. Describe in detail Proposer's plan to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities, including social and equitable fair labor standards which contribute to the development of Proposer's workforce and employees' well-being.
- iii. Describe in detail Proposer's policy for making the workplace (infrastructure, systems, and programs) accessible for individuals with disabilities.

**c. Economic** - Equal access to small, diverse and disadvantaged suppliers.

- i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises in contracting opportunities as well as in the provision of direct services to the Proposer itself.
- ii. Describe Proposer's plans to offer opportunities to the County's small and local enterprises on the resultant contract. **(Applicable to Non – Federal Funding)**
- iii. Describe Proposer's plan to provide job placement and training opportunities to the County's residents on the resultant contract. **(Applicable to Non-Federal Funding)**

18. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.

**FORM 1 – Price Proposal Schedule****INSTRUCTIONS:**

The Proposer is to submit their management fee **pricing on a percentage of total tenant rent collected** for management services at the given properties for the proposing Geographical Group. The Management Fee is the Proposer's **per unit** monthly management charge to the County for the designated unit in the Geographical Group.

Geographical Group(s): \_\_\_\_\_

**Federal** - Management Fee:       % \_\_\_\_\_ (If applicable to Geographical Group) Per Unit

**Non-Federal** – Management Fee:   % \_\_\_\_\_ (If applicable to Geographical Group) Per Unit

Pricing for management shall be inclusive of all requirements of the Scope of Services as stated in this RFP, **EVN000**, Property Management Services and any addenda that may be issued to this RFP; **and**

- a) According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.
- b) **Not Applicable to Federal properties;** The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.
- c) **Not Applicable to Federal properties** - Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.
- d) The Management Fee shall be guaranteed for the term of the Contract including any renewals or extension periods.

Proposer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

#### Attachment A – Site Visit Schedule

A site visit has been scheduled for some County housing developments. It will take place immediately following the Pre-Proposal Conference and continue throughout that day and the following day if needed. Attendance is recommended, but not mandatory. Proposers interested in attending are required to provide their own transportation. Please call Alexandro Bolaños, Contracting Manager at 786-469-2117, email: [Alexandro.Bolanos@miamidade.gov](mailto:Alexandro.Bolanos@miamidade.gov), if necessary. The times below are approximate since traffic may dictate making changes. However, the County will do all it can to keep with the schedule.

Please note:

Proposers will have the opportunity to visit specified Project Sites independently of the site visit scheduled at PHCD's discretion and approval at later time and date; all visits that involve entering the property shall be arranged in coordination with PHCD. The point of contact for scheduling these visits is PHCD staff person Mr. Alexandro Bolaños., 786-469-2117, email: [Alexandro.Bolanos@miamidade.gov](mailto:Alexandro.Bolanos@miamidade.gov). Any visit is only to ascertain the Project Site's condition. The Cone of Silence is in effect, so discussion regarding the solicitation is not allowed during the independent site visit. Please remember to Copy the Clerk of the Board on all correspondence with County's personnel regarding this solicitation.

Pre-Proposal Conference:

**Weekday, TBD xx, 2023, at 9:00 am:**

Property:

Location:

**Lakeside Towers – “Clubhouse”**

7555 SW 152<sup>nd</sup> Avenue  
Miami, Florida 33193

Site Visits:

**Weekday, TBD, 2023**

**At 10:15 am:**

**Lakeside Towers**

7555 SW 152<sup>nd</sup> Avenue  
Miami, Florida 33193

Site Visits:

**Weekday, Month Day Year**

**At 11:15 am:**

**Gran Via**

12700 SW 8 Street  
Miami, Florida 33184

**At 1:15 pm:**

**Senator Villas**

8915 SW 40 Street  
Miami, FL 33165

**ATTACHMENT B – SECTION 3 OF THE HUD ACT**

**CONE OF SILENCE EXEMPTION. PHCD staff and Proposers may communicate orally while a proposal is in progress and prior to award of proposal to clarify Section 3 definitions, requirements, and business preference procedures, pursuant to the Miami-Dade Commission on Ethics opinion on March 10, 2004.**

**I. GENERAL REQUIREMENTS FOR PHCD ONLY**



- a) This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).
- b) **Section 3** (24 CFR Part 135.1) requires that, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- c) Section 3 requires recipients, contractors and subcontractors to direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns. Section 3 businesses must comply with procedures and requirements, including deadlines mentioned in this document.
- d) Contractors must familiarize themselves with Section 3 regulations and requirements. Contractors interested in receiving more information on Section 3 requirements, or interested in becoming a PHCD-certified Section 3 Businesses shall contact PHCD Section 3 Coordinator at [Section3@miamidade.gov](mailto:Section3@miamidade.gov). **Note:** In order for a contractor/bidder to qualify for a Section 3 contracting preference, the contractor/bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date.
- e) All contractors/bidders (Section 3 and non-Section 3) are required to execute and submit under the MCC 7360 Plan Contract all the required forms listed on Section F of this document at the time of bidding and post-award. **Contractors who do not submit the required documents will not be permitted to bid on any PHCD work covered under this contract.**

## II. SECTION 3 CLAUSE (24 CFR 135.38)

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful bidder (contractor), and bidder's subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### III. DEFINITIONS

- a) **Contractor** means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.
- b) **HUD YouthBuild programs** mean program that receive federal assistance and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
- c) **Low-income person** refers to families (including single persons) whose incomes do not exceed 80% (percent) of the area median income (AMI).
- d) **New hires** mean full-time employees for permanent, temporary or seasonal employment opportunities. This includes, but is not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.
- e) **Section 3 business concern (Section 3 business)** means a business concern (a) that is 51% (percent) or more owned by section 3 residents; (b) Whose permanent, full-time employees include persons, at least 30% (percent) of whom are currently section 3 residents, or within three (3) years of the date of first employment within the business concern were section 3 residents; or (c) That provides evidence of a commitment to subcontract in excess of 25% (percent) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of Section 3 business concerns set forth in (a) and (b).
- f) **Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project.
- g) **Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
- h) **Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)**, is the contractor's certification that he or she will (a) take all necessary affirmative marketing steps required, in connection with each PHCD project award, to meet Section 3 subcontracting goals and ensure small, minority and women owned business subcontractors (where subcontracting is to take place) are used, and (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards (applicable to all bidders who submit bids for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards.
- i) **Section 3 Resident** means (a) a public housing resident; (b) an individual who lives in Miami-Dade County, and who is a low-income person, or a very low-income person; or (c) a person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that they are eligible for the preference.

- j) **Subcontractor** means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.
- k) **Very Low- Income person** refers to families (including single persons) whose incomes do not exceed **50%** (percent) of the area median income (AMI).
- l) The **Miami-Dade County's (MDC) Income Limits for Low- and Very Low-Income** persons are updated annually by HUD. The MDC Income Limits listed below can also be found in PHCD's website at: <http://www.miamidade.gov/housing/income-limits.asp>.

**EFFECTIVE: April 1, 2021**

	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>	<b>8 Person</b>
<b>*Very Low Income</b> (50% of area median income)	<b>\$31,650</b>	<b>\$36,200</b>	<b>\$40,700</b>	<b>\$45,200</b>	<b>\$48,850</b>	<b>\$52,450</b>	<b>\$56,050</b>	<b>\$59,700</b>
<b>** Low-Income</b> (80% of area median income)	<b>\$50,650</b>	<b>\$57,850</b>	<b>\$65,100</b>	<b>\$72,300</b>	<b>\$78,100</b>	<b>\$83,900</b>	<b>\$89,700</b>	<b>\$95,450</b>

**IV. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS (24 CFR 135.36)****1. ORDER OF PROVIDING PREFERENCE/ PRIORITY RANKINGS:**

- a) **Order of providing preference.** Recipients, contractors and subcontractors shall be directed to award Section 3 covered contracts, to the greatest extent feasible, to a section 3 business concerns in the order of priority provided below.

<b>Category 1 Business (Highest Priority)</b>	Section 3 business that: <b>(a) Is 51% or more owned by residents of a PHCD's housing development, or</b> <b>(b) Whose full-time, permanent workforce includes 30% of these residents as employees<sup>1</sup>.</b>
<b>Category 2 Business</b>	Section 3 business that: <b>(a) Is 51% or more owned by residents of other PHCD's housing developments or programs, or</b> <b>(b) Whose full-time, permanent workforce includes 30% of these residents as employees or that were Section 3 Residents within three years of the date of first employment with the Section 3 Business. .</b>
<b>Category 3 Business</b>	Section 3 business whose employees are participants in HUD Youthbuild program currently operating in Miami-Dade County by YWCA of Greater Miami, Inc. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
<b>Category 4 Business</b>	Section 3 business that: <b>(a) Is 51% or more owned by Section 3 residents (Low- or Very Low-Income persons); or</b> <b>(b) Whose permanent, full-time workforce includes no less than 30% of Section 3 residents as employees<sup>1</sup>; or</b> <b>(c) That subcontract in excess of 25% (percent) of the total amount of subcontracts to Section 3 Business defined in Categories 1 and 2 only.</b>

<sup>1</sup>To claim Section 3 Business preference based on employees that are Section 3 Residents, at least 30% of the permanent, full time workforce of the business shall include current Section 3 Residents, or employees that were Section 3 Residents within three years of the date of first employment with the Section 3 Business.

- b) **Eligibility for preference.** A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 Business concern.
- c) **Ability to complete contract.** A Section 3 Business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party

awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

## V. AWARD - PROCUREMENT PROCEDURES THAT PROVIDE FOR PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

Preference in the award of PHCD request for quotes under this contract will be provided as follows:

- 1) Bids are being solicited from all businesses (section 3 business and non-section 3 business). **Where applicable**, an award will be made to the LOWEST responsive, responsible bidder, pre-certified as Section 3 Business, with the highest priority ranking, as stipulated above in Section E.1, if that bid:
  - a) is within the maximum total contract price established in PHCD's budget, and
  - b) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or <b>\$9,000</b>
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or <b>\$16,000</b>
At least \$200,000, but less than \$300,000	8% of that bid, or <b>\$21,000</b>
At least \$300,000, but less than \$400,000	7% of that bid, or <b>\$24,000</b>
At least \$400,000, but less than \$500,000	6% of that bid, or <b>\$25,000</b>
At least \$500,000, but less than \$1 million	5% of that bid, or <b>\$40,000</b>
At least \$1 million, but less than \$2 million	4% of that bid, or <b>\$60,000</b>
At least \$2 million, but less than \$4 million	3% of that bid, or <b>\$80,000</b>
At least \$4 million, but less than \$7 million	2% of that bid, or <b>\$105,000</b>
\$7 million or more	1 and 1/2 % of that bid, with no dollar limit

- I. The contract shall be awarded to the lowest responsive responsible bidder if no responsive bid by a PHCD pre-certified Section 3 business concern meets the above-defined "X" factor.

## VI. REQUIREMENTS AND PROCEDURES

### 1) SUBCONTRACTING GOALS

Each recipient, contractor and subcontractor may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set for providing training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

If subcontractors are to be used, *contractor* must take the following affirmative action steps to outreach to Section 3 Businesses concerns, (*multi-trade projects only*), in addition, contractors and subcontractors must adhere to the provision set on the "Section 3 Economic Opportunity and Affirmative Marketing Plan".

- a) **Award to Section 3 Business Concerns: (1) At least 10% (percent) of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repairs, modernization or development of public or Indian housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and (2) At least three (3%) percent of the total dollar amount of all other section 3 covered contracts**, where feasible.
- b) *Divide the work into smaller components*, where feasible, to facilitate subcontracting opportunities to Section 3 businesses.
- c) *Document the outreach steps taken*, consistent with the steps listed on the "Section 3 Economic Opportunity and Affirmative Marketing Plan" to demonstrate compliance in solicitation to Section 3 businesses.

- d) *The contractor and its subcontractors must meet applicable requirements, follow the outreach steps described in the contractor's executed Plan, and submit the required PHCD's post-award forms in the frequency and format requested by PHCD during the performance of the contract. **Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.***

## 2) TRAINING AND EMPLOYMENT OPPORTUNITIES - RECRUITMENT

If subcontracting, *contractor and subcontractors* shall comply with the numerical goals for training and employment for new hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels. Therefore, contractor and subcontractors shall comply with training and employment steps outlined in the "Section 3 Economic Opportunity and Affirmative Marketing Plan", and must adhere to the following provisions:

- a) *Commit to undertake efforts to train and hire qualified Section 3 residents for their existing vacant or new positions in connection with this award, to the greatest extent feasible, **at a minimum 30% of the total number of new hires for existing vacant or new positions**, during the term of the contract following the order of priority order for Section 3 residents indicated under Section H of this document.*
- b) *Explain to all job applicants how to claim Section 3 preference using PHCD forms provided at each pre-construction meeting.*
- c) *Include Section 3 preference language in any job news ads, flyers, and community notices, and provide preference to Section 3 residents in the hiring and training opportunities in connection with this award. Notices must be placed at the job-site where work is to take place and in the surrounding community during the performance of the contract.*
- d) *Must submit the required PHCD's post-award forms listed in Section G in the frequency and format requested by PHCD on their efforts made to train and/or employ Section 3 residents in connection with this award and the results during the performance of the contract. **Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.***

## VII. REQUIRED DOCUMENTS FOR SUBMISSION

- 1) **PRE-AWARD:** Contractors/bidders must complete and submit the applicable documents listed below with the bid package:

Submit with BID Package if,		<b>"NOT"</b> SUBCONTRACTING		<b>"SUBCONTRACTING"</b>
Doc. #	Document/Form Name	For Single-Trade Projects	For Multi-Trade Projects	For Multi-Trade Projects
00200	Section 3 Business Preference Claim (Only if claiming Section 3 preference)	X	X	X
00400	Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)	X	X	X
00450	Contractors/Subcontractors Estimated Project Work Force Breakdown	X	X	

- 2) **POST-AWARD PROCESS:** *The lowest responsive, responsible bidder selected and its subcontracts, must complete and submit the following documents within 14 days of notification the following documents:*

AWARD PROCESS - REQUIRED DOCUMENTS IF "SUBCONTRACTING"			
Doc. #	Document/Form Name	For Single-Trade Projects	For Multi-Trade Projects
N/A	Certificate of Unavailability		X
N/A	Letter of Intent to Solicit Small, Minority and Women-Owned Business Enterprise		X
N/A	Letter of Intent to Subcontract/Solicit Section 3 Businesses		X
00401	Section 3 Resident Preference Claim" (Awardee shall distribute this form to all job applicants)	N/A	N/A
00403	Training and Employment Outreach		X
00404	Section 3 Language for News Ads, Flyers and Job Notices" (For inclusion in awardee's jobs ads)	N/A	N/A
00430	List of Subcontractors Utilization		X
00450	Contractors/Subcontractors Estimated Project Work Force Breakdown	X	X
00452	Employee List	X	X
00453	Contractor/Subcontractor Certification		X

**VIII. Preference for Section 3 Residents in Training and Employment Opportunities (24 CFR 135.34)**

- a) **Order of providing preference.** Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated by HUD funded projects to section 3 residents in the order of priority provided below.

<b>Category 1 Residents</b> (Highest priority)	Residents of the PHCD's public housing development or developments where work is to take place.
<b>Category 2 Residents</b>	Residents of other PHCD's public housing developments or programs managed by PHCD.
<b>Category 3 Residents</b>	Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
<b>Category 4 Residents</b>	Other Section 3 Residents: (a) Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as Wages, etc, or (b) individuals who reside in Miami-Dade County and meet the definition of a low- or very low-income person.

- b) **Eligibility for preference.** A Section 3 Resident seeking the preference in training and employment shall certify, and submit evidence to the recipient, contractor or subcontractor, that the person is a Section 3 Resident as defined above. Example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.
- c) **Eligibility for employment.** Contractors and subcontractors are not required to hire/employ a Section 3 Resident who does not meet the qualifications of the position to be filled.

**IX. EMPLOYMENT OPPORTUNITIES**

For information on employment opportunities and application assistance, contact the South Florida Workforce, at 305-594-7615,

ext. 369, or [www.careersourcesfl.com](http://www.careersourcesfl.com) or the State of Florida at [www.employflorida.com/](http://www.employflorida.com/).

DRAFT



Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (HUD) S-3 regulation at 24 CFR Part 135.

**Recruitment Procedures Required to Fill Vacant or New Contractor or Consultant or Subcontractor Positions (only if subcontracting is permitted) Resulting from all PHCD Project Awards**

1. The PHCD Section 3 Coordinator may assist by providing referrals for economic opportunities from public housing, other housing program recipients, and Section 3 residents.
2. Advertise at job site and surrounding neighborhood for targeted workers and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youth build employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade PHCD projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in *Document 00401*, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and sub consultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
9. Consultant is responsible for collection of sub consultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when sub consultant(s) hire workers for vacant or new positions in connection with PHCD awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful PHCD bidder only, and will be distributed at each pre-construction meeting.

Contractor's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable only on Projects which permit Subcontracting).

Consultant will follow Plan's affirmative marketing steps for each PHCD award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide PHCD with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

1. Refer any interested sub consultants that may meet the criteria to become a certified S-3 business to *PHCD Resident Services Unit* for S-3 business application assistance. The application to become a Section 3 pre-certified business is available at <http://www.miamidade.gov/housing/section3.asp>.
2. You may solicit Section 3 pre-certified businesses from PHCD S-3 business lists by emailing a request to the Section 3 Coordinator at [section3@miamidade.gov](mailto:section3@miamidade.gov).
3. Contact *Department of Small Business Development (SBD)*, 305-375-3111 or via email [miamidade.gov](mailto:miamidade.gov) to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.

4. Advertise for S-3 sub consultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
5. Fax, send or deliver "**Sub consultant Solicitation to Section 3, Small, Minority and Women Businesses**" form, to all prospective sub consultant firms solicited for each PHCD award.
6. Allow each sub consultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "**Letters of Intent**" forms received from S-3, small, and minority, and women-owned sub consultants. Request sub consultants not interested or unavailable to bid to provide consultant with "**Certificate of Unavailability**" form.
7. Use the "**Outreach Documentation Form**" to document recruitment and follow-up with sub consultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses; second, if the sub consultant's bid amount would make the project infeasible.
9. Submit the following evidence to PHCD when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one). Other post-award required submittals include Document 00430, "List of Subcontractors/Sub consultants", and, from consultant and its sub consultants or subcontractors, Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Sub consultant Certification".
10. For each PHCD project award, retain documentation of outreach efforts and responses received from any organizations and sub consultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if successful bidder will be subcontracting (where subcontracting is permitted)

(To obtain copies or additional information send request to PHCD Section 3 Coordinator at email [section3@miamidade.gov](mailto:section3@miamidade.gov)).

\_\_\_\_\_  
**Sign and Print Firm Official's Name and Title**

Submission Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Firm Name/Address

Firm Telephone and Fax Numbers: \_\_\_\_\_

A:\00400 A 3-1 Rev. 032902.doc rev. 4/5/23

**DOCUMENT REQUIRED WITH BID  
DOCUMENT 00200-B****ATTACHMENT B2****SECTION 3 BUSINESS PREFERENCE CLAIM FORM**

This document applies to current PHCD certified Section 3 (S-3) businesses who wish to claim a bidder's preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder's preference. The S-3 Business application is available at <http://www.miamidade.gov/housing/section3.asp> or by request to the Section 3 Coordinator, at email [section3@miamidade.gov](mailto:section3@miamidade.gov).

**Only initial those items applicable to your firm.**

1. \_\_\_\_ (Initial) \_\_\_\_ (Firm Name) was certified by PHCD as a S-3 Business on \_\_\_\_ (Date). Said firm is claiming a preference for the bid, identified below.
2. \_\_\_\_ (Initial) Firm's original business certification was based on proof that firm owner was low or very low income. Firm owner's current family income meets the definition of a very-low or low-income household.
3. \_\_\_\_ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of S-3 full-time employees to non-S-3 employees continues to be at least 30% or higher.
4. \_\_\_\_ (Initial) Said firm has attached Document 00452, "Employee List". This list includes all current employees and is back-up for item no. 3 above.
5. \_\_\_\_ (Initial) Said firm has attached, for each new S-3 employee (hired since original business certification date shown under item one above, if this proof has not previously been provided to PHCD Office of Compliance staff), Documents 00401, "Resident or Employee Preference Claim" and 00402, "Household Income Verification", or other applicable documentation, to demonstrate whether any new employees who have been hired after date of business certification meet the definition of a low or very-low income Miami-Dade family (based on household size and family income).

**If items 4 and 5 above are initialed by bidder and/or applicable to bidder, bidder must attach the listed S-3 documentation. FAILURE TO DO SO SHALL INVALIDATE BIDDER'S S-3 BUSINESS PREFERENCE CLAIM.**

**BID NUMBER** \_\_\_\_\_ **BID NAME** \_\_\_\_\_

FIRM NAME (Please print or type) \_\_\_\_\_

PRESIDENT'S NAME (Please print or type) \_\_\_\_\_

PRESIDENT'S SIGNATURE: \_\_\_\_\_

PHONE AND FAX NUMBERS: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

# ATTACHMENT C – ETHICS DISCLOSURE FORM FOR ALL PHCD PROGRAMS



## PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

### ETHICS DISCLOSURE STATEMENT FOR ALL PHCD PROGRAMS

Applicant: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
 Co-Applicant: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

The Miami-Dade County Conflict of Interest and Code of Ethics at Sec. 2-11.1 (c)(5)(5) allows County Employees and their immediate family members to apply for direct housing assistance programs from the County's Public Housing and Community Development department (PHCD) if they meet certain conditions and if the following criteria are met. Check if any of the following applies to you:

1. Please mark the PHCD Program you are applying for:

- |   |  |
|---|--|
| <input type="checkbox"/> Section 8 Housing Choice Voucher (HCV)     | <input type="checkbox"/> Public Housing Rental                                 |
| <input type="checkbox"/> Project-Based Voucher (PBV)                | <input type="checkbox"/> Tenant-Based Rental Assistance (TBRA-maximum 2 years) |
| <input type="checkbox"/> Veterans Affairs Supportive Voucher (VASH) | <input type="checkbox"/> Home-ownership Program (Second Mortgages)             |
| <input type="checkbox"/> Moderate Rehabilitation                    | <input type="checkbox"/> Home-owner Rehabilitation Program                     |
| <input type="checkbox"/> Substantial Rehabilitation                 | <input type="checkbox"/> Home-owner Beautification Program                     |
| <input type="checkbox"/> Shelter Plus Care (S+C)                    | <input type="checkbox"/> Other (please list): _____                            |

2. Mark the type of participation you are seeking for the program marked above:

- ☐ Owner/Landlord ☐ Housing Assistance Applicant

3. ☐ I/we **do not** currently work for Miami-Dade County.

4. ☐ I/we am/are a **School Board or Federal Employee**. These employees **are not** covered under Section 2-11.1 of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

**IF YOU MARKED BOXES 3 OR 4, NO FURTHER ACTION IS NEEDED. THE PHCD REPRESENTATIVE MUST PLACE THIS FORM IN APPLICANT'S FILE.**

5. ☐ I/we am/are a **Miami-Dade County Employee (including Jackson Public Health Trust Employees)**. Please provide the department and division you are working for:

6. ☐ I/we am/are an appointed or elected County Official.

7. ☐ I/we am/are **\*immediate family** to a Miami-Dade County employee, appointed or elected official. (\*Immediate family is defined as spouse, domestic partner, parents, stepparents, children and stepchildren.

Please provide the following information regarding the Miami-Dade County employee, appointed or elected official:

Name of employee, appointed or elected official: \_\_\_\_\_

Department, Division, or Board: \_\_\_\_\_

**IF YOU MARKED BOXES 5, 6, or 7, THE APPLICANT MUST OBTAIN THE REQUEST FOR OPINION (RFO) APPLICATION AT: [http://ethics.miamidade.gov/library/forms/county\\_emps\\_relatives\\_seeking\\_housing\\_assist\\_8-15.pdf](http://ethics.miamidade.gov/library/forms/county_emps_relatives_seeking_housing_assist_8-15.pdf). THE RFO APPLICATION MUST BE FULLY COMPLETED AND SENT TO THE CONTACT PERSON INDICATED.**

Signature of Applicant: \_\_\_\_\_

Signature of Co-Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



ALC/AM/CA/CD/1/62414/V5

**ATTACHMENT D – HURRICANE DUTIES****PHASE A: Hurricane Pre-Season (January to May)**

- Distribute copies of the Hurricane Preparedness Plan to appropriate staff.
- Review FEMA damage assessment forms and reporting procedures.
- Copy and distribute instructional flyers to all residents. Flyers must contain locations of nearby hurricane shelters.
- Assure that proper preventive maintenance procedures, especially on emergency equipment is performed.
- Confirm that emergency generators are working properly and tanks are full of diesel or propane (LP) gas. If needed, contact approved vendor to fill tanks.
- Check roof drains, gutters, downspouts and parking lot catch basins to ensure proper flow (Refer to Procurement Management [PM] Manual).
- Perform pre-check on elevators.
- Properly trim all trees that pose a danger to people or property.
- Video tape and/or photograph the site after a natural disaster for insurance purposes.
- Prepare list of essential and non-essential employees and distribute to staff.
- Track and document time, materials, and equipment used on storm related preparation activities.

**PHASE B: Hurricane Advisory**

- Survey site to identify all materials/objects that may need to be secured or removed.
- Inspect balconies to identify objects that may need to be secured or removed.
- Check emergency generators, alarm systems, and sump pumps to assure they will work properly under emergency conditions.
- Survey windows and doors to identify those, which require securing.
- Test out batteries for all emergency lights, exit lights, and, that smoke detectors are working
- Verify that all necessary boarding materials are stored on-site. If not, purchase required boarding materials.
- Advise Project Manager of any problems/concerns or absences of critical response team.
- Remind essential staff to remain on stand-by alert.
- Track and document time, materials, and equipment used on storm related preparation activities.

**PHASE C: Hurricane Watch**

- Alert staff of storm up-grade.
- Alert all residents and distribute instructional flyers to all residents. Ensure residents are aware if the development is in an evacuation zone and where shelters are located.
- Survey site to verify that all materials, objects and debris have been removed or secured. Pay special attention to porches and balconies.
- Prepare elevators for hurricane.
- Secure site windows: for example, office windows and lobby storefronts can be secured at this time.
- Track and document time, materials, and equipment used on storm related preparation activities.

**PHASE D: Hurricane Warning**

- Secure or remove dumpsters, trashcans, playground equipment, debris and anything else that can become airborne.
- Secure by boarding-up, putting-up shutters, taping (whichever is applicable) all remaining glass. Except emergency exits and main entries.
- Secure elevators.
- Turn-off electricity, water, gas, etc. to any non-residential buildings.
- If necessary, place sandbags in critical areas for potential flooding.
- Notify the Project Manager that all Hurricane Preparedness Plan have been implemented.
- Compile a list of residents that are staying in their units during the storm, so you can obtain periodic updates on the status of your developments during the storm.

- Track and document time, materials, and equipment used on storm preparation activities.

**PHASE E: During Hurricane**

- Monitor radio/media for “all clear” notification.
- All essential employees return to work when notification of “all clear” is given.

**PHASE F: After Hurricane**

- Check the wellbeing of residents and assure that there are no emergency health or safety situations, which require your immediate attention.
- Remove boards, shutters and/or tape on glass windows and storefronts and return to storage.
- Survey damage – identify any conditions where damages will continue if remedial action is not taken; for example, broken windows, exposed roofs where further water infiltration can occur.
- Inspect and check elevators.
- Make emergency remedial repairs to those conditions found.
- Take photographs of damaged areas and prepare list of damages incurred and forward to the County Project Manager, which will be used to prepare the Damage Assessment Reports.
- Take steps to protect against vandalism.
- Have electrician check over any unsafe electrical conditions to determined safe, reconnect electricity and water.
- Return dumpsters, trashcans, vehicles, furniture, etc. to their usual location.
- Remove debris objects and clean up around premises.
- Resume regular operational activities after authorization from Director, Public Housing, begin repairs that were not determined as emergency repairs above.
- Track and document time, materials, and equipment used on storm related activities.

**PHASE G: Hurricane Damage Assessment**

- Prepare Damage Assessment Reports with cost estimates and submit to the County Project Manager. Initial assessment shall be submitted to the County Project Manager within 72 hours after the storm.
- Prepare estimate of costs of emergency repairs.
- Review, analyze and summarize Damage Assessment Reports for property.
- Track and document time, materials, and equipment used on storm related activities.
- In the event of severe damages to the property, PHCD will assist in providing direction. Renters will have to find alternate rental housing or temporary emergency shelter.



**ATTACHMENT E – GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS**

DRAFT

**DRAFT FORM OF AGREEMENT FOR PHCD NON-FEDERAL, PHCD NON-FEDERAL WITH HOMEOWNERSHIP, FEDERAL**

(This is the form of agreement the County anticipates awarding to the selected Proposer.)  
Property Management Services

**EVN0000**

THIS AGREEMENT for the provision of \_\_\_\_\_, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by  
and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having  
its principal office at \_\_\_\_\_ (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 \_\_\_\_\_, on a non-exclusive basis, that shall conform to the Scope  
of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. \_\_\_\_\_ and all associated addenda and attachments,  
and the requirements of this Agreement; and

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

WHEREAS, the County desires to procure from the Contractor such \_\_\_\_\_ 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 words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular  
business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ  
the common carrier and pay their charges.
- c) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices  
designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- d) 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, and Contractor's Proposal.
- e) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly  
authorized representative designated to manage the Contract.
- f) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors.
- g) The word "Days" to mean calendar days.
- h) 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.

- i) 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.
- j) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- k) The words "Joint Venture" to mean shall 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.
- l) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- m) The words Payment Card Industry Data Security Standard (PCI DSS) to mean a set of security standards designed to ensure that ALL companies/business entities/government agencies that accept, process, store or transmit credit card information maintain a secure environment.
- n) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- o) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of \_\_\_\_\_ services in accordance with the Scope of Services.
- q) 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.
- r) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- s) The words "Management Fee" to mean a charge levied by a property manager for managing an income producing property. The management fee is intended to compensate the managers for their time and expertise for managing the property.
- t) The words "Mixed Income " to mean multifamily developments that include a mix of market-rate and dedicated/set aside affordable units (restricted to low-income households) in the same building or development.
- u) The words "Oversight Fee" to mean the sum owed by the selected Proposer(s) to the County, to cover the cost incurred by PHCD for monitoring and inspecting the properties at any given time. Fee is determined by PHCD's recommendations and should be part of the proposed operating budget.
- v) The word "Waiting List" to mean a list of applicants who have been screened, passed all selection criteria, and have received a pre-application approval letter and completed a rental application.
- w) The words "Waiting List Management" to mean the Proposer list of pre-applicants to ensure that the wait for a unit does not become excessive.

## **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 XX, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. \_\_\_\_\_ 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 of the Parties' execution, whichever is later, and shall continue through the last day of the \_\_\_\_\_ month, thereafter. The County, at its sole discretion, may renew this Contract for \_\_\_\_\_. 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  
Miami Dade Public Housing and Community Development  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor  
Miami, Florida 33136-3914  
Attention:  
Phone:  
E-mail:

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@miamidadegov](mailto:cpo@miamidadegov)

##### **(2) To the Contractor**

Attention:  
Phone:  
E-mail:

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/Services performed under this Contract, 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.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any 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 and 2-8.1.1.2 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:

Miami-Dade County

\_\_\_\_\_

Attention: \_\_\_\_\_

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 (FEDERAL AND NON-FEDERAL)**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance

protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the 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 \$            per occurrence, and \$            in the aggregate.  
**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 \$            combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$            per occurrence, \$            in the aggregate.

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 following:

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| 1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br>(Section 2-8.1 of the Code of Miami-Dade County)        | 3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b><br>(Section 2-8.1.2(b) of the Code of Miami-Dade County) |
| 2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br>(Section 2.8.1(d)(2) of the Code of Miami-Dade County) |   |

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| <p>4. <b>Miami-Dade County Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b><br/>(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b> (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> | <p>11. <b>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit</b><br/>(Section 448.095, of the Florida State Statutes)</p> <p>12. <b>Miami-Dade County Pay Parity Affidavit</b><br/>(Resolution No. R-1072-17)</p> <p>13. <b>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit</b><br/>(Resolution No. R-919-18)</p> <p>14. <b>Office of the Inspector General</b><br/>(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. <b>Small Business Enterprises</b><br/>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</p> <p>16. <b>Antitrust Laws</b><br/>By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
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- 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 by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- 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 Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) 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.

- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) 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".

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 "j" through "o" 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**

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

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

**ARTICLE 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. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

##### **b) Joint Purchase**

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

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

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

##### **c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Coct.

#### **ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **ARTICLE 41. LIENS**

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

**ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM – For Non-Federal Funding**

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

**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](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

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

By entering this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

**ARTICLE 45. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full



cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

#### **ARTICLE 46. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
  1. Contractor's current annual PCI Compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.
  2. During an installation or a major system upgrade the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the County's systems and networks.
  3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
- b) The Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.
- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.

3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing:

**Option #1:**

Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.

**Option #2:**

Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

**ARTICLE 47. SURVIVAL**

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

he Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_  
for

Name: \_\_\_\_\_

Name: \_\_\_\_\_ Daniella Levine Cava

Title: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk Ad Interim

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

**APPENDIX A – SCOPE OF SERVICES**

TO BE NEGOTIATED

**APPENDIX B – PRICE SCHEDULE**

TO BE NEGOTIATED