

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Re-Bid
 Other

Previous Contract/Project No: RFP878

LIVING WAGE APPLIES: ___ YES ___ NO

Requisition/Project No: RFP1132

TERM OF CONTRACT: 2 years with 3 one year options-to-renew

Requisition/Project Title: Section 8 Housing Voucher Services

Description: Miami-Dade County, hereinafter referred to as "the County", as represented by the Miami-Dade County Public Housing and Community Development Department, hereinafter referred to as "PHCD", is soliciting proposals from qualified firms/entities for the oversight and management of the Section 8 Housing Choice Voucher Program (Voucher Program). The Services for the Voucher Program are divided into two separate categories: (1) Intake, Case Management & Family Self Sufficiency and (2) Inspection Services. The County requires services in both categories.

User Department(s): PHCD
 Issuing Department: ISD
 Estimated Cost: \$15,000,000

Contact Person: Christopher Hutchins Phone: 305-375-2163
 Funding Source: Federal

ANALYSIS

Commodity/Service No:		SIC:	
Trade/Commodity/Service Opportunities			
91806	91863	91820	91875
91821	91880	91825	91889
91832	95878	91849	97164
91858			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History			
<u>EXISTING</u>		<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Christopher Hutchins

Date to DBD: 11/29/2018

Date Returned to DPM: _____

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



REQUEST FOR PROPOSALS (RFP) No. 011320000
FOR
SECTION 8 HOUSING VOUCHER SERVICES

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2018 at __:00 AM (local time)
111 NW 1st Street, ___ Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

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

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Christopher Hutchins, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2163
E-mail: christopher.hutchins@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND 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 BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync 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 BidSync. 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 third party partner, BidSync, 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 procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by 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. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync 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 Department, hereinafter referred to as "PHCD", is soliciting proposals from qualified firms/entities for the oversight and management of the Section 8 Housing Choice Voucher Program (Voucher Program). The Services for the Voucher Program are divided into two separate categories: (1) Intake, Case Management & Family Self Sufficiency and (2) Inspection Services. The County requires services in both categories.

Proposers may apply for one or multiple categories (see Section 3.1, Submittal Requirements), and may be selected for one or more categories. Each of these categories is independent and will be awarded individually. The County anticipates awarding up to two contracts, one per Category. Each category will be awarded to a single vendor.

The County anticipates awarding each contract for a two (2) year period, with three, one-year options to renew, at the County's sole discretion. The County, at its sole discretion, will review the effectiveness of each contract, for a specific Category, after the first year, or as needed by the County, and determine whether to continue the services for the remaining year of the initial two-year contract term. The County also reserves the right to negotiate costs after each year.

Commented [HC(1)]: Based on the services provided, is it possible for PHCD to take over the services or find an alternate vendor in a timely manner if the contract is terminated?

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwriq@miamidadade.gov at least five days in advance.
Deadline for Receipt of Questions:	
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	
Projected Award Date:	

1.2 Definitions

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

- 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".
- The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- The word "HUD" to mean United States Department of Housing and Urban Development.
- The words "Outgoing Plan" to mean a detailed, written description of the activities to be undertaken by the selected successful Proposer prior to the end of the resulting agreement.
- The words "PHCD Section 8 Administrative Plan (Administrative Plan)" to mean the County's established guidelines for the administration and operation of the Section 8 program in accordance with local, state, and federal rules and regulations. The Administrative Plan, in its entirety, is available for review on the PHCD website at <http://www.miamidadade.gov/housing/library/reports/2017-plans/section-8-administrative-plan.pdf>
- 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.
- The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
- The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
- The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
- 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.

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~~9.11.~~ The words "Transition Plan and Schedule" to mean a well written plan and schedule that describes how the selected Proposer will complete the requirements of the Agreement during the Transition Period as defined by PHCD.

~~10.12.~~ The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 **General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all 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 180 calendar days after the opening of proposals.

As further detailed in the Proposal 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, popularly known as 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, Miami-Dade 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, 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 Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;

- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners 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.

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

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, 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 Contract Measures

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 2.1.1.1.2 of the Code of Miami-Dade County 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 a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent Affidavit can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) 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's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

Commented [HC(2)]: TBD by SBD.

2.0 SCOPE OF SERVICES

2.1 Background

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

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

Category	Allocation	Leased
Non-Elderly Disabled (NED)	210	175
HUD Veterans Affairs and Supportive Housing (HUD-VASH)	271	223

Housing Choice Voucher (HCV) Allocation Vouchers	14,899	
Port-Outs		356
Homeownership		160
HOPE IV		62
Tenant Protection*		221
Project-Based Leased		184
All Other Vouchers		11927
Total Vouchers	15380	13308
Port-Ins Administered	0	229
Mainstream Program	75	66
* There are 146 Enhanced Vouchers within the Tenant Protection Category		

2.2 Structure of the Requested Services

The Scope of Services for the Voucher Program is divided into two separate categories: (1) Intake, Case Management & Family Self Sufficiency and (2) Inspections. The responsibilities for each of the Categories are as follows:

Category 1: Intake, Case Management & Family Self Sufficiency

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

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

Family Self-Sufficiency: Ties together all the services for the Housing Choice Voucher Family Self-Sufficiency Program and the Homeownership Program.

Category 2: Inspections

Inspections: Covers all annual inspections, complaint inspections, Quality Control Inspections, and Initial inspections for tenants who change dwellings.

2.3 Preferred Minimum-Qualification Requirement

The preferred minimum-qualification requirement for this Solicitation is [15 years of experience in the management, oversight, and operation services of the US HUD Section 8 Program for a government client or a similar-sized, private entity, as related to the services requested in this solicitation.](#)

Commented [HC(4)]: Please include minimum qualifications.

Commented [HC(3)]: Please include minimum qualifications.

Commented [CL(5)]: This should be a preferred qualification unless legally required to administer the service.

2.4 Tasks for all Categories

2.4.1 Hiring, Training, and Termination of Staff

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

2.4.2 Project Management

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

2.4.3 Office Space

The selected Proposer shall have full responsibility for ensuring the selected Proposer has adequate office space to operate the services for each category of services awarded. The selected Proposer shall take necessary actions to acquire office space. For functions that require direct, in-person contact with Voucher applicants/participants (intake, briefing, and HAP Contract execution, etc.), the selected Proposer shall choose a location centrally located in Miami-Dade County, and/or multiple locations across the County. The selected Proposer shall ensure that all Voucher Program offices are accessible to persons with disabilities in accordance with requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other applicable laws, regulations PIH Notices, and executive orders.

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

2.4.4 Equipment and Software

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

PHCD shall assist the selected Proposer in providing access through a web-interface to the Emphasys Elite software program purchased and maintained by PHCD. The selected Proposer will be required to contract with Emphasys, or any other third-party, for program materials and staff training. The selected Proposer may use supplemental products and software to assist in the administration of the services. However, the selected Proposer shall be responsible for maintenance and support of any interfaces beyond the regular use of Emphasys Elite software. The Selected Proposer shall ensure that Emphasys Elite is used as the Primary System of Record and that all work in the system and data entry is being performed in real-time.

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

Commented [HC(6)]: What does this acronym stand for?

The selected Proposer agrees to adhere to all federal, state, and local laws regarding privacy and protected information. The selected Proposer shall take all necessary precautions to ensure the integrity of the system, agree to maintain the Emphasys Elite system in trust and confidence, and take reasonable precautions against unauthorized disclosure to any third party. The selected Proposer shall advise each of the selected Proposer's employees, agents, subcontractors, and suppliers who may be involved in accessing the data, of their obligation to keep such information confidential, and shall promptly advise PHCD in writing if it learns of any unauthorized use or disclosure of the data. In addition, the Contractor must agree to participate in any IT related audits, which may perform an audit of Contractor's internal systems plus security where any Elite data or Privacy Information (PII) may be stored.

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

2.4.5 Program Files

PHCD is currently converting paper participant files into electronic files using a system owned and maintained by the County. PHCD expects that the conversion will be completed prior to the award of these contracts. The capture application is Kofax and the repository is Documentum (known internally as HPI). The selected Proposer shall develop a plan for preserving and carrying forward all source documents related to program eligibility (including, but not limited to: proof of citizenship, identity,

family composition, etc.) and New Admission, including HUD Form 50058 and any other documents identified by PHCD. The plan must also include the management of electronic records on behalf of PHCD in accordance with federal and state laws regulating the handling and disposition of sensitive documents, maintaining a secure environment that complies with the requirements of the Privacy Act and local law(s), and maintaining strict file access controls to assure easy retrieval and control over participant files. The selected Proposer may not implement a separate electronic file imaging and storage system. PHCD will not be performing an audit of program files for damaged or missing documentation before granting access. PHCD does not guarantee that files will be complete and accurate. The selected Proposer must also remain Clerk of Courts (COC) compliant in order to be able to destroy paper documents. Proposer will be responsible for purchasing or leasing scanning equipment that is compatible with the County's solution.

Commented [HC(7)]: Is this a standard term or does it vary based on State or County regulation?

If it varies please include requirements.

Commented [HC(8)]: What equipment is compatible with the County's solution?

2.4.6 Reports and Data Requests

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

2.4.7 Quality Control

The selected Proposer shall develop and maintain a quality control plan, performance tracking, and reporting plan to ensure the integrity, accountability, and efficiency of Voucher Program functions related to the Category awarded and in accordance with 24 CFR part 982 and 24 CFR part 985.

2.4.8 Policies and Procedures

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

2.4.9 Regulatory Compliance

The selected Proposer shall ensure the Voucher Program is compliant with the requirements of the Agreement as a result of this Solicitation; federal statutes; program regulations in accordance with 24 CFR part 5, 24 CFR part 982, and 24 CFR part 985; notices; judicial orders and decrees; settlement agreements; directives and guidance applicable to the Voucher Program; and settlement agreements resulting from litigation related to the Voucher Program.

2.4.10 Customer Service and Complaints Processing

The selected Proposer shall establish and maintain a customer service plan that includes a process for the timely handling of applicant and landlord calls and complaints, including calls and complaints from the County's 311 service, and researching and responding to controlled correspondence (e.g. Congressional, County, and HUD Field Office inquiries) received by PHCD within imposed deadlines. This plan should incorporate goals of addressing high profile complaints (complaints forwarded by PHCD or other governmental agencies) within 2 business days for inquiries that do not require a formal written response and within 10 business days for those that do.

2.4.11 Representational Activities and PHCD Branding

The selected Proposer shall attend and represent PHCD in meetings and presentations directly related to the Voucher Program subject to notification and approval from PHCD. To the extent possible, the selected Proposer shall ensure that customers and the general public recognize that the Voucher Program is part of PHCD, and that the selected Proposer and its subcontractors appear and identify themselves as PHCD's contractors of the Voucher Program. The selected Proposer shall include PHCD's name and logo on any and all printed materials. The selected Proposer shall have the full authority to make changes to non-HUD forms and letters used in the administration of the program based on its best business and professional

judgment in consultation with PHCD. Notwithstanding this, PHCD may require the use of specific letterheads and designate specific forms or letters that require prior PHCD approval before implementing the change.

2.4.12 Application for Additional Funds

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

2.4.13 Disaster Preparedness and Response

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

2.4.14 Litigation

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

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

2.4.15 Section Eight Management Assessment Program (SEMAP)

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

2.4.16 Preparatory Activities

2.4.16.1 Post-Award Orientation

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

2.4.16.2 Project Management

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

2.4.16.3 Transition Plan and Schedule

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

2.4.17 Outgoing Plan

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

- Transition of program operations and debriefing;
- Status and/or assessment of program operations for each Contract requirement stated herein under ongoing period;
- Transfer of data;

- Accounting and financial reporting; and
- Inventory and return of PHCD applicant and landlord files.
- Cooperation with incoming vendor.

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

2.5 **Tasks for Category 1. Intake, Case Management, & Family Self Sufficiency**

2.5.1 Intake Overview

PHCD is authorized to lease up to 15,380 vouchers. As of July 2018, there were a total of 13,308 vouchers leased, which includes 160 homeownership vouchers. At present, the 2008 Tenant Based Waiting List has 54,669 applicants who are being selected based on their assigned ranking number. There were 473 new admissions in 2017, and 201 year-to-date. It is expected that starting 2019, leasing for replacement purposes should average approximately 60 units per month.

The selected Proposer shall:

2.5.1.1 Manage and oversee all operations and areas of the Voucher Program related to the HCV program's Waiting List, Eligibility, Intake, and New Admission, including but not limited to, establishing operational action plans and reports, making staffing decisions, recommending policy to PHCD, and performing the related requirements of the Voucher Program. All are subject to consultations with PHCD.

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

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

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

2.5.1.5 Establish and maintain a plan for landlord relations with landlords entering into new HAP contracts with the County and new leases with the Voucher Program applicants, including but not limited to ensuring timely and correct Housing Assistance Payments (HAP) and late fee penalty payments, if any, timely scheduling and conducting of HQS initial inspections, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Program rules, landlord rights and obligations.

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

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

2.5.1.8 Receive and determine eligibility for all opt-out properties.

2.5.1.9 Monitor the utilization of all Special programs and coordinate with the referring entity for to receive eligible families as needed.

2.5.1.10 Monitor PBV vacancies and refer eligible families in accordance with the policies in the [PHCD Section 8](#) Administrative Plan.

2.5.2 Case Management Overview

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

The selected Proposer shall:

2.5.2.1 Reexamine the income and composition of housing choice voucher families in accordance with policies in the [PHCD Section 8 Administrative Plan](#). The annual reexamination determines the continued eligibility of the family and establishes the housing assistance payment (HAP) to be made on behalf of the family.

Commented [HC(9)]: What Administrative Plan: HUD, State, County?

2.5.2.2 Complete all required interim changes in family income or family circumstances as well [in accordance with policies in the PHCD Section 8 Administrative Plan](#). ~~Currently, PHCD has a no interim for increases in income policy.~~ PHCD processed 5,875 interims in 2017.

Commented [HC(10)]: Should these be listed?

2.5.2.3 Manage and oversee all operations and areas of the Voucher Program related to the Tenant Annual Re-certifications, Interims, Portability, and Change of Dwellings and performing the related requirements of the Voucher Program [in accordance with policies in the PHCD Section 8 Administrative Plan](#).

Commented [HC(11)]: Should the requirements be listed individually?

2.5.2.4 Manage the change of dwelling process, excluding initial inspections, for all participant families wishing to relocate inside Miami- Dade County. PHCD processed 1,608 Change of Dwellings (moves) in CY 2017.

2.5.2.5 Act as both the initial housing agency when a family wants to move to a different jurisdiction and the receiving housing agency when a family wishes to relocate from another housing agency to Miami- Dade County.

2.5.2.6 Update the utility allowance schedule annually in accordance 24 CFR § 982.517.

2.5.2.7 Review Payment Standards at least once a year and recommend changes when appropriate or required.

2.5.2.8 Coordinate with PHCD and provide the necessary information to ensure that [Voucher Management System \(VMS\)](#) data is accurate and reported timely during the transition period in accordance with HUD requirements. PHCD will be responsible for all VMS submissions to HUD.

2.5.2.9 Coordinate with PHCD's Finance Division to ensure timely and accurate payments to vendors and timely correction of errors. The selected Proposer shall provide financial data upon request to the finance office for audit purposes. ~~The selected Proposer shall be responsible for all work related to determining the HAP payment for existing tenants~~ [in accordance with policies in the PHCD Section 8 Administrative Plan](#). PHCD will retain responsibility for issuing payments electronically and/or printing and signing of checks.

Commented [HC(12)]: Should responsibilities be listed?

2.5.2.10 Coordinate with PHCD the receipt, reconciliation, and posting of payment related to Accounts Receivable for the HCV Program.

2.5.2.11 Consistently pursue and collect on delinquent accounts receivables.

2.5.2.12 Create new owner/vendor accounts in accordance with Federal requirements.

2.5.2.13 Comply with program requirements for reporting all tenant information to the PIH Information Center (PIC) [in accordance with policies in the PHCD Section 8 Administrative Plan](#). The selected Proposer shall ensure that PIC data is accurate and reported timely as per HUD PIH Notice 2010-25 and subsequent notices on this topic.

Commented [HC(13)]: What are the program requirements? Are they HUD, State, County etc?

2.5.2.14 Develop a plan for landlord relations with landlords entering into new contracts with the applicants, including but not limited to ensuring timely and correct HAP, timely scheduling and conducting of HQS initial inspections, timely processing of new contracts to ensure speedy commencement of HAP, timely communications, and education on Program rules, landlord rights and obligations. The selected Proposer shall provide the plan to PHCD by the Transition Date.

2.5.2.15 Conduct investigations and research into allegations of fraud, waste, and/or abuse within the Voucher Program upon request of PHCD and provide responses ~~within imposed deadlines~~ [as established by PHCD in the request](#). The selected

Commented [HC(14)]: Who will determine deadlines? What are the deadlines?

Proposer shall conduct investigations and research into allegations of fraud, waste, and abuse within the Voucher Program when identified directly by the selected Proposer and report significant instances to PHCD for referral to the HUD Office of Inspector General, County Office of Inspector General, and/or the appropriate local law enforcement offices.

2.5.2.16 Manage existing and new tenant and owner repayment agreements.

2.5.2.17 Special Programs

The selected Proposer shall be responsible for the administration and oversight of the following Special Programs:

1. HUD Veterans Affairs and Supportive Housing (HUD VASH)
2. Project Based Voucher (PBV) Program
3. Non Elderly Disabled (NED)
4. Mainstream

The Selected Proposer shall be responsible for the administration and oversight of any new or additional housing choice vouchers awarded to PHCD as a result of the Selected Proposer's response to a Notice of Funding Availability (NOFA), or other similar instrument issued by HUD, and where the selected proper responded on behalf of PHCD.

2.5.2.18 Hearing Officer Services

The Selected Proposer shall be responsible for the oversight and administration of the Informal Review and Hearing process for the Voucher Program. There were 423 hearings and 0 reviews held in 2017.

2.5.3 Family Self-Sufficiency Program Overview

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

PHCD is required to have 144 participants in the FSS Program. There is no minimum for the number of homeownership vouchers. As of June 30, 2017, there were 160 homeownership vouchers, and 162 families currently in the FSS Program.

The selected Proposer shall:

- 2.5.3.1 Manage and oversee all operations and areas of the PHCD Housing Choice Voucher Program related to the Section 8 Housing Choice Voucher Family Self-Sufficiency Program and Homeownership including, but not limited to, establishing operational action plans and reports, and performing the related requirements of the Housing Choice Voucher Program.
- 2.5.3.2 Prepare and coordinate any necessary submissions and/or appeals for the County to HUD for related SEMAP scoring and/or other regulatory reports or mandates.
- 2.5.3.3 Continuously update and reconcile active escrow accounts.
- 2.5.3.4 Coordinate with PHCD Finance Division the disbursement of Interim or Graduation Funds along with the forfeiture of accounts (when necessary)
- 2.5.3.5 Issue quarterly escrow statements to active participants.
- 2.5.3.6 Manage the Program Coordinating Committee.

Commented [HC(15): Should this be under Case Management?

Under each program, please list the services required to be performed by the selected Proposer.

2.5.3.7 Review the FSS Program, propose any policy changes to PHCD, and develop a plan to correct any program deficiencies noted. The Selected Proposer shall implement Contracts of Participation and Individual Training and Service Plans.

2.5.3.8 Propose and conduct an assessment of the Section 8 Housing Choice Voucher Homeownership Program, propose any policy changes to PHCD, and develop a plan to correct any program deficiencies noted and improve procedures in accordance with 24 CFR part 982.

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

Commented [HC(16)]: What does this acronym stand for?

Commented [HC(17)]: What does this acronym stand for?

2.6 **Tasks for Category 2. Inspection Services**

2.6.1 Inspection Services Overview

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

The Selected Proposer Shall:

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

2.6.2.2 Inspect units in accordance with the PHCD Section 8 Administrative Plan

2.6.2.3 Place and remove abatements in accordance with the PHCD Section 8 Administrative Plan.

Commented [HC(18)]: What Administrative Plan: HUD, State, County?

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

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

2.7 **Performance Standards**

The selected Proposer's performance will be measured by, among other means, the following standards:

2.7.1 Full Performance

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

2.7.1.1 Timeliness

The selected Proposer must meet due dates and timelines as established by PHCD.

Commented [HC(19)]: Are due dates and timelines established by HUD, the State, County, or other regulating agencies?

Is there a list of established timelines for recurring deliverables?

2.7.1.2 Quality

The selected Proposer must submit accurate, complete, and well written deliverables, including but not limited to, assessments, summaries, policy proposals, and plans.

2.7.1.3 Transition Plan and Schedule

The selected Proposer must submit a complete and well written Transition Plan and Schedule.

2.7.1.4 PIH Information Center (PIC)

The selected Proposer must accurately report at least ninety-five percent (95%) of its transactions on a timely basis for each month.

2.7.1.5 Customer Service and Complaint Processing

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

Commented [HC(20)]: What is the definition of high profile?

2.7.2 Less Than Full Performance

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

2.7.2.1 Timeliness

The selected Proposer must consistently deliver monthly reports, as mutually agreed upon between PHCD and the Contractor, by the 10th of the month (if not able to meet deadline must request extension in writing). Other responses to requests must consistently be delivered to the County on-time or a request for extension made, in writing, prior to the imposed deadline as established by PHCD in the request. The selected Proposer may be fined \$4,0002,500 for each deadline imposed by the Contract it fails to meet, including those identified in the Scope of Services, if the County determines that the deadline was for a critical report and/or event or if the County determines that the selected Proposer continuously fails to deliver on-time.

Commented [HC(21)]: Is there a list of required reports?

Commented [HC(22)]: What is the process by which a report is determined to be on time?

Commented [HC(23)]: Is there a list of reports or deliverables that are required and their respective due dates?

2.7.2.2 Quality

The selected Proposer is expected to deliver quality products, as defined and/or communicated by PHCD in the course of doing business with the Contractor, to the County. The selected Proposer may be fined \$4,0002,500 for each document returned or not accepted by PHCD, including but not limited to assessments, summaries, policy proposals, and plans, if the County determines that the returned product is due to carelessness or lacks professional quality.

Commented [HC(24)]: What are the specific details PHCD is looking for in a quality product?

2.7.2.3 PIH Information Center (PIC)

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

2.7.2.4 SEMAP

Receiving zero (0) points for any SEMAP scoring criteria that the selected respondent is responsible for that leads to PHCD's SEMAP rating to be less than 70% may result in the termination of the contract. If termination occurs, PHCD may assess a fine in the amount of twenty-five percent (25%) of the negotiated fees for the final month.

2.7.2.4 Administrative Errors

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

Commented [HC(25)]: Please clarify this sentence.

Commented [HC(26)]: Please define consistent and unreasonable.

Commented [CL(27R26)]: Please provide.

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

Commented [HC(28)]: How will PHCD determine the amount?

Commented [CL(29R28)]: How will this be determined?

2.8 Section 3 (S-3) Compliance

The work to be performed under this Solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the

employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing. (See attached Appendix ___).

This Solicitation includes evaluation criteria for Section 3 (S-3) of the HUD Act of 1968 business concerns (refer to Section 4.8).

For a Proposer to be certified as an S-3 Business, the Proposer must submit the S-3 Business Application with their proposal via Bidsync.

In cases where Proposers have a tie score, the S-3 Business Priority will be applied to determine which Proposer will be higher ranked. Refer to Section 3 of the HUD Act of 1968 Guidelines which are attached in Appendix ___.

The S-3 Business application is attached as Attachment ___.

Commented [HC(30)]: Please send the documents referenced.

Commented [CL(31R30)]: Please provide.

Commented [HC(32)]: How long will it take for PHCD to review the S-3 applications?

Commented [CL(33R32)]: Please provide.

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Commented [HC(34)]: Please send the documents referenced.

Commented [CL(35R34)]: Please provide.

Commented [HC(36)]: Please send the S-3 Business application.

Commented [CL(37R36)]: Please provide.

Commented [HC(38)]: Received by PHCD from whom?

2.9 Payment Schedule

The selected Proposer will be paid a percentage of the administrative fees collected by PHCD as proposed by the selected Proposer on a monthly basis, as services are rendered. The Proposer shall provide pricing on the applicable Form B, Proposal Price Schedule, for the services herein. The price shall be stated as a percentage of administrative fees received by PHCD from HUD.

The Proposer shall also provide a complete breakdown by year, of the costs associated with the oversight, management, and operation of the Voucher Program, as stated in the specific Category, the Proposer is proposing on.

Note: PHCD received \$12,133,615 in administrative fees for Calendar Year 2017; this is the total amount for both Categories. Any amounts stated are contingent upon federal grant allotment to the County. The County reserves the right to negotiate the price annually, based on the funding received.

Commented [HC(39)]: This will be included in the proposer information sheet.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should complete and return the entire Proposal Submission Package. 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.

Note: Any Proposer submitting proposal(s) for multiple categories must provide a proposal with complete and separate responses for questions in the Proposer Information document. Proposer shall submit a proposal for each Category Proposer is proposing for. Proposer should identify the Category they are submitting a proposal for in Form A-1. Each Proposal (Category) should have a separate Form A-1.

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 Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the 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. Proposer's relevant experience, qualifications, and past performance
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors
3. Proposer's approach to providing the services requested in this Solicitation

Price Criteria**Points**

4. Proposer's proposed price

4.3 Oral Presentations

Upon evaluation of the criteria indicated above, 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 Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) 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

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

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

OR

A Selection Factor is not applicable to this Solicitation.

OR

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

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

Commented [HC(40)]: TBD by SBD

4.5 Local Certified Veteran Business Enterprise Preference

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 of Miami-Dade County. "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 of Miami-Dade County 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 Proposal 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

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code of Miami-Dade County, 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 Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Section 3 Preference of the HUD Act

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. Businesses qualified by PHCD as an S-3 business will receive a preference in cases where Proposers have a tie score. In these cases, the S-3 Business Priority will be applied to determine which Proposer will be higher ranked. Refer to Section 3 of the HUD Act of 1968 Guidelines which are attached in Appendix _____.

Commented [HC(41)]: Please send referenced documents.

4.9 Negotiations

The Competitive Selection Committee 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, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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

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

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an

explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.10 **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.

4.11 **Rights of Protest**

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

5.0 TERMS AND CONDITIONS

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

a) **Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) **Insurance Requirements**

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

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package:

Proposer Information Section

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Form 1 – Price Proposal Schedule