

Invitation to Negotiate 18-ITN-003-BM
Management of the Florida Community Development Block Grant Disaster Recovery (CDBG-DR) Program
Additional Technical Questions and Answers

Please note that the Department’s responses are not **final, official or binding**. Violation of section 287.057(23) of the Florida Statutes, by a respondent to a solicitation, or persons acting on their behalf, may be grounds for rejecting a response. The Department’s responses to timely submitted questions are provided below:

Question Number	Page Number, Section	Question	Answers
1	Pg. 48, Section C.12 Method of Payment / Invoice and Pg. 30 Section C.5 Deliverable, Tasks, Performance Measures and Financial Consequences	Section C.12 Second paragraph reads: “Contractor shall submit invoices to DEO on or before the 5 th of each month for the services rendered the previous month.” However, Section C.5 Performance Measures state that “Contractor shall provide one invoice on a quarterly basis....”. Does DEO want invoices monthly or quarterly? Also would DEO consider receiving invoices on the 15 th of any given month, either quarterly or monthly, so that the Contractor has time to confirm the accuracy of each invoice before it gets to DEO?	Contractor shall provide one (1) invoice on a quarterly basis. See also Addendum 7. DEO will consider the due date during the contracting process with the awarded Contractor.
2	Questions and Answers, pg.1	Above the responses is the following language: “Please note that the Department’s responses are not final, official or binding .” When will the responses be final, official or binding? Should respondents account for the Q&A even though they are not final, official, or binding?	As indicated above, the Department’s responses are not final, official or binding.
3	Pg.32, Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, Performance Measures, Deliverable No.5 Centralized DOB / VOB	Financial Consequences lists a “\$50,000.00 financial consequence per application.” Respectfully request DEO to lower this figure by at least 90%.	See answer to question #44.
4	F4757_18ITN003BM_TechnicalQuestionsandAnswers, Question 6	In reference to question #6 of the question and answers, which refers to page 48, Attachment A – Reference Form on the original ITN: The requirement to provide five continuous years of program management appears to be anti-competitive and would serve to reduce the number of highly qualified bidders. Would DEO consider client references for program management services for some of the largest and most salient CDBG-DR funded programs relevant and compliant even if the program management services do not cover five continuous years?	See Addendum 7.
5	F4757_18ITN003BM_TechnicalQuestionsandAnswers, Question 21	In reference to question #21 of the question and answers, which refers to page 11, B.32, Conflict of Interest: The answers to the initial round of questions related to the probable conflict of DEO’s procured action planning consultants referred offeror’s back to section B.32 of the solicitation document. Section B.32 of the Solicitation only refers to no present interest in the services required to be	See Section B.32, Conflict of Interest of the ITN.

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		<p>performed under this contract and makes no reference to any interest such firm(s) may have had in the design of the current programs proposed in the Action Plan. 2 CFR 200.319 provides for full and open competition and requires grantees to conduct procurement in a manner that eliminates unfair competitive advantage. Specifically, it prohibits contractors who have developed or drafted specifications from competing on that same work. Additionally, in the previous round of questions, a firm noted that “Florida law seeks to limit any real or apparent conflict of interest, promote transparency, and set a level playing field by limiting eligibility in such situations: by excluding firm(s) that are privy to information and governmental decision-making, to which other offerors are not cognizant; by disqualifying planners from being implementers as a standard operating principle.”</p> <p>DEO has correctly noted that all potential competing firms now have access to the Action Plan, as published to the DEO website. It appears that DEO believes that this sets a level playing field for all competitors. However, the firm(s) that have worked closely with DEO for the last several months to develop the plans for the proposed activities contained within the Action Plan, are indeed privy to inside information to which no other contractor would have access. These firm(s) have a clear understanding of the rationale behind the decisions made to select certain activities, supported by a wealth of data not accessible to other contractors, and clearly understand DEO’s current and planned intent related to these funds. No other contractor possesses this level of access to DEO strategies, thoughts, concerns, risk appetite, and future plans that are not outlined, discussed, or detailed in the public action plan, but which do give the firm(s) an unfair competitive advantage when designing additional solutions under the ITN.</p> <p>Does DEO maintain that the firm(s) that assisted with the technical assistance, public meeting development, data analysis, strategic planning sessions, and development of the Action Plan have no competitive advantage simply</p>	
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		because the end work-product of this design work is in the public domain?	
6	F4757_18ITN003BM_TechnicalQuestionsandAnswers, Question 87	In reference to question #87 of the question and answers, which refers to pg. 56, Attachment G, List of Subcontractors, the answer to the question states, "Any and all required licenses per Florida law for construction-related professions." Can DEO please confirm that they are only looking for construction licenses? If so, some of the teaming partners (such as a law firm) would not have these licenses. For those cases is N/A an acceptable way to address this required area on the form for any company which does not have a FL construction license?	No. Contractor should list all relevant licenses for any and all subcontractors listed on Attachment G. If the subcontractor does not have a license, N/A is acceptable. See Addendum 7.
7	F30545_18ITN003BMAddendumNo4, Deliverable 5 C.5,	Based on the red-lined ITN, it appears that DEO would assess a penalty of \$50,000 per application if any element of the DOB documentation is missing. Hypothetically, a 1% omission rate for a potential 30,000 applications (including housing, economic development, infrastructure) could result in a penalty of \$15,000,000. A minor omission from 1% of the files, not sufficient to cause a HUD OIG de-obligation, could still result in significant and punitive financial penalty to the contractor. Since a finding of omission is subject to interpretation, this penalty has the potential to create a punitive environment between the DEO and selected contractor.	See answer to Question #44.
8	Pg. 48, Section C.12 Method of Payment / Invoice and Pg. 30 Section C.5 Deliverable, Tasks, Performance Measures and Financial Consequences	Section C.12 Second paragraph reads: "Contractor shall submit invoices to DEO on or before the 5 th of each month for the services rendered the previous month." However, Section C.5 Performance Measures state that "Contractor shall provide one invoice on a quarterly basis...". Does DEO want invoices monthly or quarterly? Also would DEO consider receiving invoices on the 15 th of any given month, either quarterly or monthly, so that the Contractor has time to confirm the accuracy of each invoice before it gets to DEO?	See answer to Question #1.
9	ITN Pg. 29	Please confirm that the Workforce Training Program has been removed from the scope of the ITN.	See Addendum 7.
10	ITN Pg. 30 C.5	Will the Business Recovery Grants program be implemented at the state-level or through subrecipients?	State-level.

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11	ITN Pgs. 30 & 48 C.5 and C.12	C.5 indicates quarterly invoicing, however C.12 refers to monthly invoicing. Please confirm the frequency of invoicing contemplated by DEO.	See answer to Question #1.
12	ITN Pg. 37 C.6.1 (12)	Language referring to appeals has been deleted, does DEO intend for the contractor to provide services for an appeals process?	Using criteria established by DEO, Contractor will establish and provide a citizen's complaint protocol. DEO does not anticipate an appeals process at this time, but may consider. At a minimum, Contractor will provide a complaint system capability which ensures citizens are informed and provided responses to questions, inquiries and complaints within two (2) working days.
13	ITN Pg. 38 C.6.1 (21) and Q&A Q 120	Does the DEO intend for appraisals on each of the anticipated 6,000 single family homes or is there an anticipated damage threshold that would trigger an appraisal?	DEO will establish criteria and may consider a threshold that would trigger an appraisal.
14	IFN Pg. 39 Deliverable 9, Pg. 42 C.6.9	The ITN discusses Housing construction but makes no specific mention of how design and building permits will be accomplished. This portion of the work will potentially be a large cost and schedule driver. Is it envisioned that design and permitting will be completed centrally for all homes, or that the contractors that will complete the construction will do this separately for each home. Specifically, are design costs for the housing program to be included in the 3-year cost estimate?	Yes, it is envisioned that design and permitting would be streamlined and consolidated for all homes as feasible. Yes. Design costs for the housing program are to be included in the 3-year cost estimate.
15	Q&A Q 8	We have developed a cost effective and efficient technology solution for both the web based application process and case management system. However, question 8 indicates that "DEO will procure technology for case management through a separate procurement." Should we include in our proposal (pricing) our entire solution (web based application and case management solution) or the web based application solution only?	No.
16	Q&A Q 13	The question references the Federal Register notice (Docket No FR-6066-N-01), and stated that HUD "strongly encourages grantees to allocate general administration funds to retain a qualified historic preservation professional, and support the capacity of the State Historic	Yes. Contractor will assist DEO.

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		Preservation Officer/Tribal Historic Preservation Officer (SHPO) to review CDBG-DR projects.” The question then asks if “DEO wants the Contractor to provide this historic preservation professional as full-time staff to assist DEO under the Centralized Environmental Review Services on page 27 of 86 of the RFP”. The response to this question was “yes”. Please clarify as to whether the historic preservation professional will be assisting SHPO or DEO? Wouldn’t a conflict of interest exist if the Contractor provided staff to assist SHPO during review of CDBG-DR projects?	
17	Q&A Q 46 & 84	The Infrastructure Program budget will be provided once additional information is released for the second CDBG-DR allocation. Will the contractor’s cost for Infrastructure Program services be included in the initial contract or in an addendum at the time of award of the second allocation? Is there a base assumption of number of subrecipients and/or projects that may be used for initial pricing of the services for consistency?	See answer to Question #38.
18	Q&A Q 79	The DEO anticipates locating free space for intake centers. Does this also include the cost of the mobile centers as well?	Yes.
19	Q&A Q 155 & 156	Should we assume that each public notice should be translated to both Spanish and Haitian Creole? Would any other languages be required?	Yes, it is anticipated that each public notice would be translated into both Spanish and Haitian Creole. DEO does not anticipate that any other languages would be required.
20	Action Plan Pg. 91	The Action Plan indicates that the contractor will support and provide appraisals, titles and legal services and environmental for the Voluntary Home Buyout Program. Does DEO intend for responders to include pricing for performing these services or oversight of the local governments’ performance of the tasks?	Contractor should provide pricing for assisting DEO with management and oversight of these services. These services may be provided at the state level and not necessarily at the local level.
21	General	The original ITN, revised ITN, and Action Plan do not discuss architectural design or elevation, foundation system or any other required engineering costs, should we include those costs in our pricing?	Yes.
22	Page 31, C.5; Page 39, C.6.3; & Question #47	The answer to Q&A #47 “Do any contractors expected to be bidding on this procurement have access to the draft or	Yes, Contractor will be responsible for assisting DEO with creating a new CDBG-DR

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		<p>final DEO CDBG-DR Policies and Procedures Manual? Can DEO provide a copy of the Florida DEO CDBG-DR Policies and Procedures Manual?” The answer given to this question is “No. The CDBG-DR Policies and Procedures Manual will be created by selected contractor and DEO.”</p> <p>This answer seems to contradict the ITN’s Section C.5, Page 31 Deliverable No. 3 – Policies and Procedures Task “Conduct an assessment and propose updates to DEO’s Disaster Recovery Policies and Procedures Manual, to ensure compliance with all applicable State and Federal requirements, as described in Section C.6.3 below.” C.6.3. page 39 states “At a minimum, the Contractor shall:</p> <ol style="list-style-type: none"> 1. Assess and propose updates to DEO’s Disaster Recovery Policies and Procedures Manual.” <p>Will the contractor be responsible for creating a new CDBG-DR Policies and Procedures Manual for the Irma CDBG-DR allocations of funding from HUD?</p>	<p>Policies and Procedures Manual for Hurricane Irma.</p>
23	Page 42, C.6.9; & Question #12	<p>The Action Plan states that the responsible entity (RE) for Workforce Affordable Rental New Construction is the Florida Housing Finance Corporation (FHFC). It is indicated that counties may be subrecipients of land acquisition for workforce rental projects and buyouts.</p> <p>The answer to Question #12 states: “For subrecipient managed projects, the Contractor will be responsible for providing oversight and completing Tier II Environmental Reviews and approvals.”</p> <p>Please clarify whether the Contractor would oversee Tier II environmental reviews prepared by FHFC or Counties or would be responsible for preparing all environmental reviews.</p>	<p>Contractor would assist DEO in overseeing environmental reviews prepared by applicants to FHFC programs.</p>
24	Page 30, C.5; Page 48, C.12; Question #61	<p>The ITN page 48, C.12 “Method of Payment/Invoice” indicates monthly invoices as does your answer to Question 61. However, the redlined changes to C.5 seem to suggest a quarterly invoice. Please confirm that DEO expects the contractor will be invoicing monthly.</p>	<p>See answer to Question #1.</p>

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25	Question #114	DEO has indicated that space for the Intake Centers will be provided. Please clarify if bidders should include costs for supporting infrastructure, including internet access and hardware, telephony, furniture, printer/scanners, and computers.	No, Respondents should not include these costs.
26	Questions # 19 & 82; Pg. 8, B.21 Contract Period	Will DEO confirm that the period of performance is 3 Years (36 months), plus an optional contract renewal term of 3 additional years (36 months), for a total of 72 months?	Yes.
27	Questions # 19 & 82; Pg. 8, B.21 Contract Period	Will DEO please clarify which of the deliverables they expect to extend beyond the initial Base Contract Term of 3 years?	The Respondent should provide pricing for all deliverables in the format provided on Attachment B.
28	Questions # 19 & 82; Pg. 8, B.21 Contract Period	Will DEO clarify the price evaluation criteria? Will DEO be evaluating the total combined price of the Base Contract Term and Renewal Contract Term or will price evaluation be based on the Base Contract Term only.	DEO will be evaluating each Cost Reply based on grand total cost which includes the initial contract term and the renewal contract term.
29	Page 38, C.6.1; Question #120	Question #120 asked "What are the standards for conducting the analysis of the value of the home? Are appraisals required? Can the Contractor use the home value established by the taxing authority?" DEO's response stated "DEO will require appraisals to be completed in order to determine the value of a home." Please indicate which programs (homeowner repair/replace/rebuild, buyouts, etc.) that appraisals will be required for?	DEO anticipates using appraisals for the Housing Repair Program and the Voluntary Buyout Program. For further clarification see answer to Question #32.
30	Page 38, C.6.1; Question #120	For each program, please identify the criteria used to determine whether an appraisal is needed.	DEO will establish criteria with assistance from Contractor.
31	Page 38, C.6.1; Question #120	Is it correct to assume that DEO will procure appraisal services and pay for those costs?	No. Contractor will be responsible for securing services with appraisers licensed in the state of Florida. These subcontractors do not need to be provided with responses at this time.
32	Page 38, C.6.1; Question #120	If DEO is not acquiring and paying for appraisals, note that there are less costly and more efficient ways to determine the value of property; therefore, will DEO consider alternative methods?	DEO anticipates that appraisals will be used in most cases for the Housing Repair Program. DEO may consider alternative valuation methods for the Housing Repair Program for repairs below a certain threshold.

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33	Page 38, C.6.1; Question #120	Will the homeowners be able to appeal the appraisal value, and if so, will the contractor be responsible for providing a second appraisal?	For the Housing Repair Program, DEO does not anticipate an appeals process. For the Voluntary Home Buyout Program, DEO does not anticipate implementing an appeals process but this may be considered. Generally, Contractor will not be responsible for providing a second appraisal.
34	Page 42, C.6.9	Please provide breakouts on the expected percentage of applications to the Housing Repair and Replacement program for stick-built, modular, and manufactured/mobile homes.	This will be determined during the application process and see Unmet Needs Assessment of the Action Plan for further information.
35	Page 42, C.6.9	For stick-built and modular homes, please provide breakouts of the expected percentage of rehabilitation vs. reconstruction.	See answer to Question #34.
36	Page 26, C.2; Question #14	<p>Question #14 indicates that “Respondents should refer to the Draft Action Plan, Section IV, Subsection 2, Program Budget for a breakdown of the specific funding amounts, estimated number of units, and maximum award amounts per program. Also, note HUD’s additional allocation for the state of Florida.” The ITN was revised to incorporate a reference to the additional \$791m in funding on page 26, however, no information has been made available concerning the budget for these funds or any program details sufficient to provide a technical or cost proposal.</p> <p>Please confirm that Respondents should limit their responses and cost to the programs that are both contained in the ITN AND funded in the Action Plan submitted to HUD on May 15, 2018 (i.e., limited to the first allocation of \$616m).</p>	No. Contractor should consider HUD’s additional allocation in its response. See also Addendum 7 for additional information.
37	Page 26, C.2; Question #14	As a follow-up to the previous question, if DEO expects offerors to provide pricing for the total amount of funds awarded to HUD, please provide additional information as to the amount of funding allocated for infrastructure and program details necessary to provide a response.	See answer to Question #36.
38	Page 29, C.5	The ITN includes contractor responsibilities for an Infrastructure Repair and Mitigation Program. However, the Action Plan for the \$616m does not include any	Although the Action Plan budget does not include funding amounts for the Infrastructure

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		<p>funding for infrastructure out of the \$616m allocation of CDBG-DR funds covered by the Action Plan.</p> <p>Given that the funding levels and program models for Infrastructure Repair and Mitigation won't be available until the Action Plan for the second tranche of CDBG-DR published, please confirm that offerors should provide a general technical approach for this deliverable but not include pricing until funding is specified. Alternatively, please provide details on funding levels, application process, and other details needed to include an accurate price estimate.</p>	<p>and Mitigation Program, Contractor should assume that this program will be funded and include in Respondent's Technical Reply and Cost Reply as required. See also Addendum 7 for additional information.</p>
39	Page 29 – 30, C.5	<p>The revised ITN (Addendum 4) removes the workforce training program; however, the program is in the Action Plan submitted to HUD on May 15, 2018 for the \$616m allocation. Will DEO confirm that it does not expect respondents to provide any services related to workforce program?</p>	<p>See Addendum 7.</p>
40	Page 37, Section C.6.6, Question #155	<p>The ITN indicates that "the Contractor will be responsible for preparing all public notices for review and approval by DEO. Once approved by DEO, the Contractor will be responsible for covering the costs of publication." Please provide the parameters that DEO uses to determine the publications required for posting public notices in order to accurately cost this responsibility.</p>	<p>See Addendum 7. Contractor will not be responsible for covering the cost of publication.</p>
41	General	<p>How does the DEO suggest providing pricing information in the Cost Reply for Infrastructure with the Action Plan indicating that Infrastructure is not part of the initial funding.</p>	<p>See answer to Question #38.</p>
42	Page 35 & 43-44 of Addendum 4	<p>For Deliverable 10 – Infrastructure Program and Project Management, is our cost estimate to be based on an assumed program budget of \$791 Million?</p>	<p>See Addendum 7 for additional information. See also answer to Question #38.</p>
43	Page 30-36 of Addendum 4	<p>Under Performance Measures for each deliverable listed (1-12), there is a new clause stating "The Contractor shall provide one invoice on a quarterly basis and any other required documentation for services performed." However, Section C.12 Method of</p>	<p>See answer to Question #1.</p>

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		<p>Payment/Invoices indicates that the “Contractor shall submit invoices to DEO on or before the 5th of each month....”</p> <p>- Can you clarify if invoicing can be submitted monthly, as is standard on program of this size and scope?</p>	
44	Page 32 of Addendum 4	<p>For Deliverable No. 5 – a Financial Consequences clause was added stating “Failure to review and submit findings of 100% of all applications will result in a \$50,000 financial consequence per application”.</p> <p>- It is understandable that the State wishes to minimize the risk for payments that may be ineligible due to duplication of benefits, however this clause is unclear in how it is worded, how it can be interpreted and how it may be enforced. Is the requirement to simply make sure that every case is evaluated for Duplication of Benefits? In our past experience, performing a DOB verification is standard practice for all cases, however it is unlikely that due to incorrect information provided by applicant (intentional or not) or challenges in obtaining data from the appropriate State agency, that 100.0% of the cases will be completed without any errors as it relates to DOB.</p> <p>- Is this clause subject to further negotiation?</p>	<p>Yes, the requirement is to ensure every case is evaluated for DOB. DEO may consider additional negotiation during the contracting process.</p>
45	Page 33-34 of Addendum 4	<p>For Deliverable No. 5 & No. 7 – a Financial Consequences clause was added stating “If costs are disallowed from HUD due to DOB, a financial penalty will be assessed to the Contractor in the amount of disallowed costs attributable to Contractor’s actions, errors or omissions.”</p> <p>- Would DEO consider modifying the clause to read “...attributable to Contractor’s negligent actions, errors or omissions.”</p>	<p>No.</p>
46	Page 29 of Addendum	<p>“Timely is defined as within 72 hours of application submission”</p> <p>- While this new language clarifies what is meant by</p>	<p>Contractor shall notify the applicant of application status via email within 72 hours of receipt of application. If no valid email address</p>

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		“timely” it does not define what actions are required. Does this mean follow up via email is required to notify applicant of receipt of application, or contact via phone to follow up on status?	is provided, Contractor will notify the applicant of application status via telephone.
47	Q&A – Question 3	“DEO does anticipate additional procurements” - As indicated in response to Question 8, DEO intends to “procure a technology for case management through a separate procurement”. Is it possible to list or describe other planned procurements to allow firms to decide if they may be better suited to pursue future procurement opportunities to support DEO? Please define the COI clauses that may attached to firms pursuing this opportunity versus future opportunities using HUD CDBG-DR funding stream.	No, DEO does not have a list of other planned procurements.
48	Q&A – Question 8	“DEO will procure a technology for case management through a separate procurement.” - The Contractor is required to interface with the State’s system and develop a web based platform to link to the State’s system. Can DEO provide any more details on the platform(s) being considered to allow Contractors to reasonably develop a firm fixed price cost for this effort?	No, DEO cannot provide any more details at this time.
49	Q&A – Question 12	Question # 12 states: “..the Contractor will be responsible for providing oversight and completing Tier II Environmental Reviews and approvals”. - Tier II Environmental Reviews are site specific. The Action Plan includes estimated number of units for various components of the program but the Infrastructure component is not defined beyond the \$791 Million funding amount. Is there a number of projects that should be assumed under the infrastructure program to assist respondents in costing this task?	See Addendum 7 for additional information.
50	Addendum #6	Would the DEO consider an extension to the response deadline in order to allow respondents more time to incorporate the modifications and clarifications recently provided?	No.