



**DEPARTMENT OF ECONOMIC OPPORTUNITY
INVITATION TO NEGOTIATE**

Solicitation Acknowledgement Form

Page <u>1</u> of <u>66</u> pages	SUBMIT REPLY TO: Department of Economic Opportunity Office of Property and Procurement 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455		
AGENCY RELEASE DATE: <u>March 26, 2018</u>			
SOLICITATION TITLE: Management of the Florida Community Development Block Grant Disaster Recovery (CDBG-DR) Program		SOLICITATION NO: 18-ITN-003-BM	
REPLIES WILL BE OPENED: April 19, 2018 at 3:00 PM, Eastern Time and may not be withdrawn within <u>180</u> days after such date and time.			
I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
RESPONDENT NAME:		<hr/> *Authorized Representative's Signature <hr/> *Name and Title of Authorized Representative *This individual must have the authority to bind the Respondent.	
RESPONDENT MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
TOLL FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

The General Instructions to Respondents (PUR 1001) of the solicitation process is a downloadable document that is hereby incorporated into this solicitation by reference. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2934/11780>

In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this solicitation, to the extent they are not otherwise modified. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPLIES

- B.1 Solicitation Number** 18-ITN-003-BM
- B.2 Solicitation Type** Invitation to Negotiate (ITN)
- B.3 Program Office** *Division of Community Development*
- B.4 Issuing Office** Blake McGough/Vincent McKenzie
Blake McGough/Property and Procurement Manager
107 East Madison Street, B-047 Caldwell Bldg.
Tallahassee, Florida 32399
(850) 245-7443/ (850) 245- 7463
blake.mcgough@deo.myflorida.com
vincent.mckenzie@deo.myflorida.com

B.5 Restrictions on Communication with DEO Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following DEO posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a reply.

B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	3/26/2018
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	4/4/2018 at 3:00 PM (Eastern Time)
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	4/9/2018
4.	Replies Due and Opened	4/19/2018 at 3:00 PM (Eastern Time)
5.	Anticipated Evaluation of Technical Replies	4/23/2018
6.	Anticipated Posting of Vendor Scores/Shortlist and Posting of Notice of Intent to Negotiate	5/1/2018

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7.	Anticipated Negotiations Round 1	5/7/2018 – 5/8/2018
8.	Anticipated Negotiations Round 2	5/10/2018 – 5/11/2018
9.	Anticipated - Provide Best and Final Offer (BAFO) Instructions	5/15/2018
10.	BAFO Due and Reviewed	5/17/2018
11.	Public Meeting – Intent to Award Recommendation 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399 Conference Call Number: 1/888-670-3525 Participant Passcode: 2608813268 then #	5/18/2018 at 10:00 AM (Eastern Time)
12.	Anticipated Posting of Notice of Intent to Award	5/22/2018
13.	Anticipated Contract Start Date	6/1/2018

Addenda or clarifications to this solicitation along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and returned with the reply. **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

B.7 Notice of Potential Federal Funding

All or some portion of this procurement will be funded with federal funds. The exact amount of federal funding used will be based on DEO's approved federal grant agreement.

B.8 Pre-Reply Conference (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)

B.9 Questions (*This section supersedes Section A, PUR 1001, Instruction #5, Questions*)

Any questions from Respondents concerning this solicitation shall be submitted via email to Blake McGough and Vincent McKenzie at blake.mcgough@deo.myflorida.com and vincent.mckenzie@deo.myflorida.com by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) VBS as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent's questions should be submitted in the format included in *Attachment K – Technical Questions Submittal Form*.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE. Any information received through oral communication shall not be binding on DEO and shall not be relied upon by any Respondent.

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B.10 Intent to Submit Reply (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)

B.11 Submission of Reply (*This section supersedes Section A, PUR 1001, Instructions #3, Electronic Submission of Responses*)

Replies must be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Replies must be submitted by U.S. Mail, Courier, or hand delivery. **REPLIES SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

Each reply shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all Replies be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if the reply is being hand-delivered, please allow for sufficient time to gain access into the building.

REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

B.12 Withdrawal of Replies

A submitted reply may be withdrawn, if within seventy-two (72) hours after the reply due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

B.13 Reply Opening (*This section supersedes Section A, PUR 1001, Instructions #12, Public Opening*)

The reply opening will be held at the time and date specified in Section B.6, Calendar of Events, in the Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The names of all Respondents submitting replies shall be made available to interested parties upon written request to the contact person (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any reply documents or the attendance to any related meeting or reply opening.

DEO reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of Contract award. If DEO exercises the right, the short list will be posted on the VBS. In the event DEO exercises the right to hold oral discussions, all of the participating Respondents will start out on an equal basis.

Sealed replies received by DEO in reply to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or until 30 days after the final competitive sealed replies are all opened, whichever is earlier.

B.14 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Reply to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely replies that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. However, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of any missing information, documents, or materials, via email. This right may be exercised when the reply has met all other requirements of the solicitation. Mandatory requirements of the reply are those set forth as mandatory, or ones without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to DEO.

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MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its reply in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.35 and B.37.1, one (1) original, signed and sealed Technical Reply, six (6) paper copies of the signed original and one (1) electronic copy of the signed original Technical Reply (on compact disc), which include the following required attachments:
1. DEO Solicitation Acknowledgement Form
 2. Attachment A – Reference Form
 3. Attachment C – Drug Free Workplace Certification
 4. Attachment D – Disclosure Statement/Conflict of Interest
 5. Attachment E – Certification Regarding Debarment
 6. Attachment F – Certification Regarding Lobbying
 7. Attachment G – List of Subcontractors
 8. Attachment H – Reference Questionnaire
- D. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections. B.35 and B.37.2, one (1) original, signed and sealed Attachment B, Cost Reply, six (6) paper copies of the signed original and one (1) electronic copy of the signed original Cost Reply (on compact disc). Attachment B must be submitted in a sealed package separate from the other attachments.
- E. It is **MANDATORY** that the Respondent complies with the following statutory requirements: (list if applicable)
- F. It is **MANDATORY** that the Respondents return one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by the individual authorized to bind the Respondent.
- G. If a Respondent fails to submit all completed documentation with its reply, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the reply has met all other requirements of the solicitation.

The use of the terms “shall”, “must”, or “will” within these solicitation documents indicate a **MANDATORY** requirement or condition.

Replies may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract.

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B.15 Cost of Preparing Respondent's Reply

DEO is not liable for any costs incurred by a Respondent in responding to this solicitation, including those for oral presentations, if applicable.

B.16 Disclosure and Ownership of Replies by DEO

A Respondent's reply shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, F.S. A Respondent's reply, upon submission, and any resulting Contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, F.S., and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the reply and Contract.

B.17 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any reply content submitted to DEO which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the reply, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the reply or other document in which the content is set forth.

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your reply to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

DEO takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Respondent considers any portion of the documents, data or record submitted in the reply to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its reply, in hard copy and on a CD ROM, at the time of reply submission.

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to DEO at the same time the Respondent submits its reply to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

If it is determined that the reply does not contain any information which is exempted by law from public disclosure, please provide as part of the reply, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against

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DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its reply, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

B.18 Posting of the Notice of Shortlist, Intent to Negotiate and/or Intent to Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Notice of Shortlist, Intent to Negotiate and/or Intent to Award, will be posted for review by interested parties at the location identified in Section B.6, Calendar of Events above and on the Florida Vendor Bid System (VBS) for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), F.S. and Chapter 28-110, Florida Administrative Code.

B.19 Description of Work Being Procured

DEO is soliciting replies for a full-service Contractor to provide program and contract administration services for Florida's Community Development Block Grant Disaster Recovery (CDBG-DR) program for Hurricane Irma. The Contractor shall assist with the implementation and administration of CDBG-DR, provide assistance to Florida's units of general local governments (UGLGs) and ensure adherence to state and federal regulations. The Contractor is responsible to the state for establishing and maintaining a first-rate training program enabling continuity of service throughout the state, providing face to face intake operations aimed at providing services to those citizens deemed most vulnerable and executing a construction program, including all aspects of environmental compliance, capable of withstanding a series of complex audits. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.20 Number of Awards

DEO anticipates the issuance of one (1) contract for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, at its sole discretion, shall determine whether multiple contracts will be issued.

B.21 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of thirty-six (36) months. DEO reserves the right, but has no duty, to extend the contract an additional term not to exceed six (6) months. An extension of the contract is contingent upon satisfactory performance by the Contractor and the availability of funds. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

DEO reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall be limited to an additional term not to exceed three (3) years. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

B.22 Type of Contract Contemplated - *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order, only if the Contract award is equal to or greater than \$65,000)*

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if such will be most advantageous to DEO and the State of Florida, price and other factors considered. The Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

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A copy of the proposed Contract is included in Section D, "DEO Vendor Core Contract." The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO.

Information on Federal procurement regulations, State statutes and rules referred to in this solicitation may be obtained by contacting DEO's Office of Property and Procurement referred to in Section B.4.

B.23 Reply Acceptance Period

DEO intends to execute the Contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the first ranked Respondent if the agreement is not reached within thirty (30) days after the announcement of an award and may proceed to award the Contract to the second ranked Respondent.

B.24 Firm Reply - (This section supersedes Section A, PUR 1001, Item #14, Firm Response).

Any submitted reply shall remain firm and valid for one hundred eight (180) days after the reply submission due date, or until a Contract is fully executed, whichever occurs first. The Respondent shall not withdraw any reply within this time period except as described in paragraph B.12. Any reply that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.25 Disclosure

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this solicitation.

B.26 Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this Contract. All permits and licenses required for this Contract must be obtained by the Contractor and maintained for the duration of the Contract.

B.27 Insurance

The Contractor selected under this solicitation shall maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this solicitation shall maintain during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage and comprehensive automobile liability coverage with limits of \$100,000 combined single limit.

The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days' notice for non-payment of premium by the insured.

The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with DEO. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

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B.28 Vendor Registration

Prior to entering into a Contract with DEO, the selected Contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available at the MyFloridaMarketPlace website at http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in your registration efforts:

72101504	Disaster proofing or contingency services
77101700	Environmental advisory services
80101504	Strategic planning consultation services
80101600	Project management
80101603	Economic or financial evaluation of projects
81112004	Disaster recovery services
81171600	Ecological science services
93131800	Disaster preparedness and relief
93131802	Disaster preparedness response services
93142009	Urban project or program administration or management services

A complete list of Commodity Codes can be found here:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project but if you need assistance, the purchasing office can help.

B.29 Florida Department of State Registration Requirements

All entities identified under chapters 607, 608, 617, 620, 621 and 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

B.30 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

B.31 Contractors and Subcontractors

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts and subcontractors should be

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space included in the Respondent's reply. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by DEO based on the terms described in Section C.9 of this solicitation.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

B.32 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the Contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within (5) business days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

B.33 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a reply or specified to be delivered under a project Contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of DEO except as may otherwise be provided in the Contract.

B.34 Most Favored State Status (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)

B.35 Submittal Requirements

A signed original Technical Reply including the client references and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copies of the signed original Technical Reply (on compact disc). The original shall be labeled "Original Technical Reply" and all copies shall be labeled "Technical Reply Copy." The original and copies may then be submitted together.

A signed original Cost Reply and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Reply (on compact disc). The original shall be labeled "Original Cost Reply" and all copies shall be labeled "Cost Reply Copy." The original and copies may then be submitted together.

If Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original Technical Reply or the one (1) electronic (i.e., on compact disc), signed copy of its original Cost Reply with its reply, DEO reserves the right to contact the Respondent for submission of this document via mail. This right may be exercised when the reply has met all other requirements of the solicitation.

The Respondent's Technical Reply shall be packaged separately from its Cost Reply or the reply will be rejected.

If Respondent considers any portion of its Technical Reply or Cost Reply to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed original reply with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

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B.36 Elaborate Replies

It is not necessary to prepare your Reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your reply simply and in accordance with the instructions herein.

B.37 Instructions for Preparation of the Technical Reply

The instructions for this solicitation have been designed to help ensure that all replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN MATERIAL VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED.**

B.37.1 Technical Reply Format

The Technical Reply package shall be prepared by each Respondent utilizing 8.5" x 11" paper.

Using the description of work outlined in Section B.19 above and Section C, Respondents shall prepare their Technical Reply package in the order outlined below, with the sections tabbed for ease of identification and review.

The Respondent's Technical Reply shall be packaged and sealed separately from its Cost Reply. Failure of the Respondent to provide any of the information required in the Technical Reply portion of the reply package shall result in a score of zero (0) for that element of the evaluation which will result in the reply being deemed non-responsive and rejected.

The Technical Reply will consist of the following and follow the format listed:

- **Cover Sheet - DEO Solicitation Acknowledgement Form**

The DEO Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with their Technical Reply submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgment Form with their reply, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the reply has met all other requirements of the solicitation.

In the event that Respondents submit a reply as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

The Respondent's Technical Reply will consist of the following and shall follow the format listed:

- **Tab 1 – Executive Overview/Contractor's Understanding of the Project**

- **Statement of Identified Need**

The Respondent shall provide comprehensive executive summaries that illustrate their understanding of the requirements of the project, project schedule and how their proposed plan and execution strategy will meet the desired performance to meet the needs specified in this solicitation. These statements should be prepared as executive summaries in such a manner that will be understandable to individuals at a management level.

- **Tab 2 – Past Performance and Experience**

- **Company Qualifications/Financial Conditions**

- Description/Overview of background and qualifications of the company relevant to Section C.3, General Description, and C.6, Contractor’s Responsibilities.
- Evidence that the organization or team has the current capabilities and can assure performance for this requirement.

- **Prior Relevant Experience**

- Demonstrate successful past firm experience that is substantially similar to that necessary to perform the contract tasks identified in Sections C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and C.6, Contractor Responsibilities with specific emphasis on the management of a state centralized housing program.
- Include a list of all States and/or communities for whom the Respondent have provided services of similar scope and service, specifically state CDBG-DR efforts in the past five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Respondent served in each.
- Description of the outcomes of monitoring reports and audits conducted by the U.S. Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) or a state OIG of state or local programs where the review period coincided with the Contractor’s or any subcontractor’s agreement with the government. If the audit resulted in programmatic findings that did not result in disallowed cost, please include if they are ongoing or how they were resolved. If findings resulted in disallowed cost please including if they are ongoing or how they were resolved. This requirement applies to all work performed even if the Respondent or any of its subcontractors performed any of the tasks identified in this section or elsewhere in this solicitation, including its attachments, under a “Doing Business As” filing or any other fictitious title aside from its formal corporation’s title.
- Description of experience managing a state housing program, including specifically explaining specifically what roles the Respondent played under this model.
- Description of experiences where the Respondent helped design or manage programs under the CDBG-DR requirements.

- **Resumes and Experience**

As part of the Technical Reply, the Respondent must submit resumes on the personnel assigned to work on this project describing their education, training, and work experience.

The Respondent should provide evidence that each person Respondent proposes to utilize in implementing this project has previous experience in providing disaster recovery, contract and grant administration, housing recovery programs and program management or similar services and the environmental review process on a large-scale project.

The Respondent will submit a list of Project Personnel, a list of team members for approval, their respective roles and experience while performing the services outlined in this solicitation. The Respondent should provide a Skills Matrix indicating the number of years of experience for each candidate submitted. Once assigned and accepted by DEO, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of DEO.

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- **Tab 3 – Project Approach and Project Planning**
 - **Project Approach-** The Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed and illustrate how the methodology will serve to accomplish the project goals and objectives of the CDBG-DR program. Respondents may propose alternative approaches or recommendations while still complying with the objectives of the solicitation. Alternative approaches should be focused on mitigating project risks to time, scope and cost. To accurately assess DEO cost and workload, the Respondent should explicitly address in staffing-hours the extent their reply would require changes to DEO processes and procedures.
 - **Project Management-** Describe the proposed methodology for project planning, including project execution, monitoring, controlling and closing that will guide the decision making that occurs throughout the project; explain the benefits and risks associated with the methodology and identify any industry standards incorporated into the approach for each risk identified, the Respondent should identify the source and steps that can be taken by each stakeholder to eliminate or reduce the risk. The Respondent must include a detailed project plan.
 - **Project Schedule and Timeline-** Provide a fully defined, resource loaded and leveled project schedule/timeline with all of the tasks and associated effort to deliver the deliverables described in Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences.
- **Tab 4: Execution Strategy Description**
 - The Respondent shall provide comprehensive narrative statements that set out the description for solution and how it meets the requirements of the solicitation and accomplishes the deliverables described in Section C.3, General Description, Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and Section C.6, Contractor’s Responsibilities. The respondent should explain in the narrative statements how it will execute each of the requirements in the deliverables and contractor’s responsibilities. In order to facilitate the evaluation process, the Respondent should describe the solution for each deliverable in a separate section. These narratives should include the following:
 - Demonstrated effectiveness of Respondent’s approach to performing the various tasks outlined in the Scope of Work in Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and Section C.6, Contractor’s Responsibilities, including, but not limited to, project and program management, reporting requirements, grant implementation, issue management, project controls, quality assurance and risk management;
 - Ability to address anticipated problem areas, as well as create financially viable solutions to problems, and future integration of new procedures and technology;
 - Degree to which the Respondent demonstrates the ability to add qualified staff to the project in an efficient manner, availability of proposed project staff to provide the services and training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;
 - Understanding of the work, including a thoroughness shown in understanding the objectives and specific tasks and planned execution of the project;
 - Quality, depth, and completeness of the project work plan; and
 - Effectiveness of Respondent’s approach to integrate with DEO’s internal staff and other contractors, if any.

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○ **Tab 5 – Duty of Continuing Disclosure of Legal Proceedings**

- If applicable, Respondent must disclose, as part of its Reply, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Respondent (and each subcontractor) in a written statement to DEO. If Respondent (and each subcontractor) previously operated with a different or fictitious name, Respondent must include all Proceedings involving that name. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.
- Respondent shall disclose if it has entered into litigation with a state or local government as a result of the management of CDBG disaster recovery efforts. If so, please describe the situation and if it is resolved or ongoing.
- This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.
- Respondent shall promptly notify DEO of any Proceeding relating to or affecting the Respondent's or subcontractor's business. If the existence of such Proceeding causes DEO concern that Respondent's ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide DEO all reasonable assurances requested by DEO to demonstrate that:
 - a. Respondent will be able to perform this Contract in accordance with its terms and conditions, and
 - b. Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceedings.

● **Tab 6 – Attachments**

Replies to this solicitation must include the following documents and certifications:

1. Reference Form (Attachment A)
2. Drug-Free Workplace Certification (Attachment C)
3. Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
4. Certification Regarding Debarment (Attachment E)
5. Certification Regarding Lobbying (Attachment F)
6. List of Subcontractors (Attachment G); if applicable
7. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.

B.37.2 Cost Reply Submittal

Each Respondent shall use the forms provided as Attachment B, "Cost Reply", to provide rates for the services requested in this solicitation. The Respondent's "Cost Reply" shall be sealed and packaged separately from its Technical Reply. Failure by the Respondent to submit the "Cost Reply" sealed separately from the Technical Reply shall result in the reply being deemed non-responsive and therefore, the reply will be rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's reply hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses.

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Failure by the Respondent to complete and submit Attachment B, "Cost Reply," and provide a cost on Attachment B shall result in the reply being deemed non-responsive, and therefore, the reply will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.

B.38 Past Performance References

In the space provided on Attachment A, "Reference Form", the Respondent must list all the names under which it has operated during the last five (5) years from the issuance date of this solicitation. DEO will review its records to identify all contracts that the Respondent has undertaken with DEO, where the Respondent was the prime Contractor, during this period.

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients. **At a minimum, one (1) of the verifiable clients must include a state reference where the Respondent has performed CDBG-DR program management services within the last five (5) years similar in size and scope to this solicitation. Respondents that do not include a minimum of one (1) state reference will receive a score of zero (0) for Past Performance References.** The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference (as explained below, if Respondent has performed work as a prime contractor for DEO during the timeframe specified above, DEO will be one of the two clients selected for contact).**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance References under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that a Respondent submits a reply as part of a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

B.39 Attachment H – Reference Questionnaire

The reference questionnaire provided as Attachment H must be completed by an individual representing each of the clients listed in Attachment A, Reference Form. These individuals may not be current or former officials or staff of DEO.

All references must be provided using the form provided in Attachment H. References that are not completed as required will be considered non-responsive and will not be evaluated. The Respondent is solely responsible for obtaining the fully completed reference questionnaires and for including them within the Respondent's sealed Technical Reply by the submission deadline.

In order to obtain and submit the completed reference questionnaires, the Respondent must follow the process detailed below.

1. Make exact duplicates of the form for completion by references;

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2. Send the reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope;
3. Instruct the individual to:
 - a. Complete the reference questionnaire on the form provided or an exact duplicate of the form;
 - b. Sign and date the completed reference questionnaire;
 - c. Seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - d. Sign his or her name in ink across the sealing flap of the envelope; and
 - e. Return the sealed envelope containing the completed reference questionnaire directly to the Respondent.
4. **Do NOT open the sealed references upon receipt.**
5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Reply. *DEO will make copies for distribution for evaluation.*

DEO will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. DEO will not evaluate more than the number of required references indicated above. DEO reserves the right to contact references directly to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification of replies in the evaluation and scoring of references. DEO will make a reasonable effort to contact references, if required; however, DEO is under no obligation to directly contact references or to clarify any reference information.

Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance Section of the evaluation criteria.

B.40 State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects Respondents to address each objective. Objectives not addressed in the selected Respondent's reply must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the Respondent selected for award, prior to execution of the Contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where replies which are equal with respect to price, quality, and service are received, preference shall be given to a reply received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.

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3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime Contractor with whom the firm intends to subcontract.

B.41 ITN Process

The ITN process consists of three sequential phases: first, the Reply Preparation Phase; second, the Evaluation Phase; and third, the Negotiation Phase.

1. **In the Reply Preparation Phase**, the Respondents will prepare and submit a reply to the Procurement Officer based on the requirements identified in Section C of this solicitation and any addenda to the solicitation.
2. **In the Evaluation Phase**, an evaluation team will evaluate and score the replies according to the evaluation criteria contained in the solicitation and DEO will then post DEO's Notice of Shortlist, if applicable, as set out in Section B.6., Calendar of Events.
3. **In the Negotiation Phase**, negotiations will be conducted according to the negotiation methodology published in Section B.44 of this solicitation. The ranking of Respondents' replies will not create a presumption of preference in the negotiation process or for the Contract award.

B.42 Evaluation Criteria

1. General.
 - a. DEO reserves the right to accept or reject any or all replies received and reserves the right to make an award without further discussion or evaluation of the replies submitted.
 - b. Non-responsive replies shall include, but not be limited to, those that:
 - Fail to meet any statutory requirements;
 - Are irregular or are not in conformance with the requirements and instructions contained herein;
 - Fail to utilize or complete prescribed forms; or
 - Have improper or undated signatures.

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A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, IN DEO'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY DEO AND CAN BE EASILY AND QUICKLY REMEDIED.

- c. In determining whether a Respondent is responsible, DEO may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract. DEO may deem the Respondent as non-responsible.

2. Evaluation Criteria

See Attachment I - Evaluation Criteria

3. Evaluation Committee and Scoring

The Evaluation Committee will evaluate solicitation replies and assign points based on the criteria described in Attachment I to assure solicitation replies are uniformly rated. Total possible points for the evaluation phase of the solicitation are 100.

Each Evaluation Committee member will prepare the initial solicitation reply evaluations independently. DEO reserves the right to short-list Respondents deemed to be in the competitive range. A short-list of Respondents may be generated, if applicable, based on these scores for the Technical Reply and Cost Reply of this solicitation. The top three (3) ranked Respondents will be selected for the short-list in the solicitation evaluation phase.

Respondents will be ranked numerically (1, 2, 3, etc.) from highest to lowest order based on the overall Technical Reply score average. DEO will post a notice on the Florida Vendor Bid System, stating DEO's intent to continue either separate or concurrent negotiations with selected Respondents. The Respondents selected for the short-list will be posted on the Florida Vendor Bid System at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

For example:	<u>Respondent</u>	<u>Raw Points Received</u>	<u>Rank</u>
	Company B	100	1
	Company A	90	2
	Company C	80	3.5*
	Company E	80	3.5*
	Company D	75	5

*In the event that multiple Respondents have the same raw point score, the rank positions needed to cover those Respondents are averaged and each Respondent receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each Respondent receives a rank of 3.5.

In the best interest of the State, DEO reserves the right to reject any and all replies or waive any minor irregularity or technicality in replies received.

B.43 Posting of Score and Notice of Negotiations

Evaluations, scores, and ranks of all replies will be posted with the Notice of Negotiations. The Notice of Negotiations will be electronically posted by the date and time indicated in Section B.6, Calendar of Events for 72 hours (Saturdays, Sundays and state holidays excluded) on the MyFlorida.com website at the following link: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

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B.43.1 Demonstrations and Preliminary Negotiations (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)

B.44 Negotiations

DEO will proceed to negotiate with one or more selected Respondents, based on the highest scores calculated during the evaluation phase described in Section B.42, Evaluation Criteria, as described below. The negotiations will not be open to the public, but will be recorded.

1. Notice of Intent to Negotiate.

DEO will electronically post a Notice of Intent to Negotiate by the date and time indicated in Section B.6, Calendar of Events for 72 hours (Saturdays, Sundays, and state holidays excluded) on the Vendor Bid System at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

2. Negotiation Meetings.

Pursuant to s. 286.0113(2) (c) 2, F.S., negotiations between DEO and potential contractors resulting from an Invitation to Negotiate are exempt from s. 286.011, F.S. and, as such, are not open to the public. Negotiation meetings thus exempted must be completely recorded. No portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

Negotiation meetings will be conducted in Tallahassee, Florida. DEO reserves the right to schedule negotiation meetings (including oral presentations) at a different location in the state, based on solicitation replies and/or written requests received from Respondents for an additional meeting venue. DEO will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting. DEO will require all project team leaders for this project to attend its Respondent's oral presentation.

3. Negotiation Methodology.

Negotiations will include the scope of work and related services to be provided by the Respondent until acceptable Contract terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. This process will continue until DEO receives Best and Final Offers (BAFO) from the participating Respondent(s). DEO reserves the option to resume negotiations that were previously suspended.

4. DEO Negotiation Rights.

DEO reserves the right to negotiate separately or concurrently with competing Respondents, as described herein. All solicitation Respondents should be cognizant of the fact that DEO, upon completion of each step, reserves the right to select a Respondent or terminate the negotiations process without selecting a Respondent if DEO determines such action would be in the best interest of the State or DEO.

B.45 Award

Upon completion of the negotiations process, the Negotiation Team will reach a consensus on which Respondent(s) it believes offer(s) the best value to DEO and recommend the award accordingly. Upon consideration of the recommendation, the Executive Director of DEO, or a duly authorized designee, shall make the award decision. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

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A printed copy of DEO's intended award decision will be posted for 72 business hours in the Office of Property and Procurement, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the Florida Vendor Bid System at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

A copy will also be available upon receipt of a written request to the Office of Property and Procurement. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

Addenda or clarifications to this solicitation along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.

B.46 Identical Tie Replies

In a circumstance where replies which are equal with respect to price, quality, and service are received, the award shall be determined in accordance with Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

B.47 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C),
2. DEO Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Replies (Section B), General Conditions (PUR 1000),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001) and;
6. Respondent's Reply

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's reply. In submitting its reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions of this solicitation, including those specifying information that must be submitted with a reply, shall be grounds for rejecting a reply.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

B.48 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this reply are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Replies will be considered for any brand that meets or exceeds the quality level of item(s) reply.

B.49 Visitor Pass to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow sufficient time to accommodate this process if hand delivering your reply to the Office of Property and Procurement. The official date and time of receipt is the date and time the reply is stamped as received by the Office of Property and Procurement.

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B.50 Employment of DEO Personnel

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with Section 112.3185, F.S.

B.51 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the requirements of this solicitation.

B.52 Accessible Electronic Information Technology

Respondents submitting replies to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

B.53 Agency for State Technology - (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)

B.54 Value-Added Services - Innovative Ideas

Value added services are services beyond those services previously outlined that you may provide to offer additional benefits to DEO. Describe any value-added services offered to DEO. Although DEO has provided a statement of need and mandatory requirements for Respondents to meet in order to be selected for the Contract for the Management of the CDBG-DR Program, it is not intended to limit Respondent's innovations or creativity in preparing a reply to accomplish these goals. Innovative ideas, new concepts and partnership arrangements other than those presented in this solicitation, will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts or terms and conditions specific to each Respondent.

Additional costs or shared savings associated with value added services or innovative ideas should not be shown on Attachment B, Cost Reply but rather only included as an Innovative Ideas Attachment with the Technical Reply.

B.55 Dun and Bradstreet – Supplier Qualifier Report

RESPONSE GUIDANCE: Respondents should not submit the below financial information with their Responses; however, DEO may request the Respondents it intends to negotiate with to submit financial information. DEO will provide a written request to those Respondents, as appropriate.

The financial viability of the Respondent to perform the services outlined in this solicitation is of the utmost importance to DEO. Certified financial statements, if requested, will be required to be in conformity with generally accepted accounting principles.

DEO may request a Supplier Qualifier Report prepared by Dun & Bradstreet (D&B) and/or certified financial statements for any and all Respondents selected for Negotiations. DEO may also request Federal Income Tax Returns. Submissions must cover the most recent two (2) fiscal years. If certified financial statements or tax returns are not yet completed for the most recently completed fiscal year, the Respondent must submit certified financial statements or tax returns for the two (2) most recent years for which they are available, and subsequently submit the most recently completed fiscal year statements or tax returns immediately upon their issuance.

If, due to a merger, combination, buy-out, or other restructuring ("organizational change"), the Respondent does not have the requisite certified financial statements or Federal Income Tax returns, each legal entity participating in the organizational change shall submit certified financial statements or Federal Income Tax returns as required above for the respective entity as it existed prior to the organizational change.

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If, in response to this section, the Respondent submits a consolidated financial statement or Federal Income Tax return of its parent company, the parent company must serve as financial guarantor of the Respondent. Parent companies that serve as financial guarantors of subsidiary firms that submit Responses to the solicitation shall be held accountable for all terms and conditions of the Contract and shall execute the Contract as guarantor. DEO shall hold all firms jointly and severally responsible for carrying out all activities required by the Contract.

If the laws applicable to the Respondent are of a country other than the United States and render the Respondent unable to provide certified financial statements, documents that provide the same level of assurance as certified financial statements must be submitted in lieu thereof. The financial statements will be reviewed to determine the financial responsibility of the Respondent.

B.56 Definitions

- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt” from disclosure as a public record under the Florida Statutes or federal law.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.
- Contract Manager: A person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues pertaining to the Contract.
- Contractor: The person or entity that enters into a Contract to sell commodities or contractual services to DEO.
- Contractor Personnel: Persons directly employed by the Contractor.
- DEO: Florida Department of Economic Opportunity.
- Department Business Hours: Typically, 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically Department-observed holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- Department-Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year’s Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Thanksgiving Day and the following day

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➤ Christmas Day

- Invoice: Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- Premise(s): The entire Department of Economic Opportunity real property identified by DEO's Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the Contract agreement.
- Project Manager: DEO's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- Reply: The offer extended to DEO in response to an Invitation to Negotiate.
- Responsive Reply: A reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- Subcontractor: A person or entity contracting to perform part of another's entire Contract, upon DEO approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.57 Strict Enforcement

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

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SECTION C SCOPE OF WORK

C.1 Purpose and Definitions

Purpose

DEO is soliciting replies for a full-service Contractor to provide program and contract administration services for Florida's Community Development Block Grant Disaster Recovery (CDBG-DR) program for Hurricane Irma. The Contractor shall assist with the implementation and administration of CDBG-DR, provide assistance to Florida's units of general local governments (UGLGs) and ensure adherence to state and Federal regulations. The Contractor shall be responsible for implementation of all programs and projects related to long-term disaster recovery from Hurricane Irma. Programs will focus on Housing Services, Infrastructure, Business and Economic Revitalization, to include: establishing and maintaining a first-rate training program enabling continuity of service throughout the State; providing face to face intake operations with a focus on services to those citizens deemed most vulnerable; and implementing a construction program that includes all aspects of environmental compliance.

Definitions

"Appropriations Acts" means the Federal laws that appropriated the CDBG-DR funds, including but not limited to Pub. L. 115-56, Div. B, the "Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirement Act, 2017"

"CDBG-DR" means the Community Development Block Grant Disaster Recovery Program, as authorized under Title I of the Housing and Community Development Act of 1974, as amended.

"CFR" means the Code for Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the Federal government of the United States

"Federal Register Guidance" means the Federal Register notices that contain the requirements, applicable waivers, and alternative requirements that apply to the use of the CDBG-DR funds, including but not limited to 83 Fed. Reg. 28 (February 9, 2018), any Prior Notices and amended Prior Notices (as defined by HUD), and any subsequent notices issued that may apply to these CDBG-DR funds.

"HUD" means the United States Department of Housing and Urban Development.

"ITN" means Invitation to Negotiation.

"Respondent" means an entity responding to this Solicitation.

"Solicitation" means this ITN.

"Solicitation Response" means the Respondent's entire response to this Solicitation, including all documents requested in this solicitation.

"Stafford Act" means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 41 U.S.C. 5121 *et seq.*

"State" means the State of Florida and any state agency; DEO or other state agency identified in this Solicitation, its officers, employees, or authorized agents.

"Subrecipient" means a recipient of a CDBG-DR subgrant program.

"U.S.C." means the United States Code, or the Code of Laws of the United States of America, the official compilation and codification of the general and permanent Federal statutes of the United States.

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C.2 Background/Overview

The U.S. Department of Housing and Urban Development (“HUD”) notified the State of Florida that it will receive an allocation of disaster recovery funds to assist UGLGs in recovery efforts from Hurricane Irma. DEO is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the State.

On February 9, 2018, HUD issued 83 Fed. Reg. 28 (February 9, 2018), which allocated \$615,922,000 in grant funds to Florida to help hard-hit areas in the state to recover from Hurricane Irma. In the event that Florida receives additional allocations from HUD for Hurricane Irma, Contractor shall be prepared to assist DEO. The CDBG-DR funding will support recovery efforts for homes, businesses, and critical infrastructure in the state. In the Federal Register, HUD identified the following counties and ZIP codes as the most impacted and distressed (MID): Monroe, Miami-Dade, Duval, Lee, Polk, Collier, Brevard, Broward, Orange, and Volusia counties; 32068, 34266, 32136, and 32091 ZIP codes. These funds are to be used to satisfy a portion of unmet needs that still remain after other federal assistance such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated.

The Disaster Relief Appropriations Act (Appropriations Act) requires that the State expend the funds within two years of the executed agreement between HUD and the state, unless an extension is granted by HUD. Funds must be used for eligible disaster-related activities detailed in 83 Fed. Reg. 28 (February 9, 2018), and the State must ensure there are no duplication of benefits (DOB). To provide a foundation for a timely and compliant assistance program, DEO is seeking the assistance of a Contractor, by means of this Invitation to Negotiate, to ensure the State of Florida’s CDBG-DR Program has the structural and programmatic capacity necessary to develop this program and provide direction to eligible local governments.

C.3 General Description

Program and Contract Administration

DEO seeks a full-service Contractor capable of administering complex recovery efforts to Florida communities damaged from Hurricane Irma in September 2017 and have a demonstrated ability to expand operations should additional funding be granted by HUD for CDBG-DR relief. The Contractor must have turnkey operations, the ability to manage multiple and simultaneous operations throughout the State, all while maintaining the highest customer service standards and full and complete compliance with all applicable laws, regulations, ordinances, and grant requirements.

Strategic Communications

The Contractor shall provide strategic communications which include internal and external relations with audiences at all levels, including national, state, local counties and municipalities, volunteer organizations, and most importantly, the individual citizens affected by Hurricane Irma in September 2017. Internal communications refer to the audience of those whom are actively involved in recovery efforts, ensuring synchronization of efforts in a prioritized manner focused on recovering those most vulnerable first. Communications will, at all times, be customer-service focused. Additionally, communications are intentionally meant to be overt, keeping all informed on the latest in recovery efforts and adding an air of transparency to minimize impressions of the misutilization of funds or efforts. Communications efforts shall be in coordination with and subject to the approval of DEO.

Policies and Procedures

The Contractor’s functions shall include assessment of, and updates to, DEO’s Disaster Recovery Policies and Procedures Manual and development of policies to ensure compliance with all HUD requirements.

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Programmatic Monitoring

The Contractor shall establish controls for programmatic monitoring and reporting for all subrecipients.

Centralized Duplication of Benefits/Verification of Benefits

The Contractor will ensure that subrecipients and projects are eligible to receive funding. The Contractor will also ensure that subrecipients will not carry out any of the activities under their agreement with DEO in a manner that results in a prohibited duplication of benefits (“DOB”) as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and as described in Appropriations Acts.

Centralized Environmental Review Services

The Contractor shall provide staff to assist DEO with the environmental review process to ensure compliance with 24 CFR Part 58 and all associated Federal, State and local requirements. All projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO will require an Environmental Clearance from DEO prior to the local government being able to commit CDBG-DR funds. Compliance with FEMA’s statutory standards involving elevation requirements must be demonstrated before work can commence on a project.

Compliance/Audit/Close-Out/Disallowed Costs

The Contractor shall develop and adhere to an internal compliance plan for audit engagements during and after the contract period, document management, the close out process, and handling of disallowed costs.

Training Program

The Contractor shall provide competent and adequately trained personnel with the qualifications, knowledge, skills and abilities to train all employees as well as all sub contracted employees, state government employees, and any other entity deemed by the State to undergo the training.

Program Management

The State is exploring a variety of different program design options that could be used to support unmet needs following Hurricane Irma. This solicitation is requesting responses on approaches to each of these various program options. The final action plan developed by DEO will detail the program design options selected by DEO to address unmet needs. The Contractor shall provide program management services for the program options listed below:

Housing Services

DEO is considering a centralized housing rehabilitation or replacement program for low- and moderate-income families impacted by Hurricane Irma. If this program is undertaken by DEO, the Contractor shall assist DEO by setting up and managing intake centers in impacted areas throughout the State where homeowners can apply directly to DEO for services. In addition, the Contractor will develop a web-based application process that can be used to allow individuals to apply for services remotely. If eligible, the Contractor will assign a project manager who will work with the homeowner throughout the duration of the project and manage all construction work completed by the assigned contractor. The Contractor will be responsible for subcontracting with certified construction contractors in the region to complete the work. This program will help address remaining unmet housing and can include:

- Repairs to single-family homes that will address impacts from Hurricane Irma along with bring the home into code compliance and mitigate against future storm impacts, including elevation.
- The completion of work to homes that have been partially repaired.
- Repairs to or replacement of manufactured homes impacted by Hurricane Irma.
- Replacement of single-family homes that were included in a buy-out program.

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Intake and Eligibility Operations

The Contractor may provide customer service oriented intake and eligibility operations for the disaster housing assistance program to address the unmet needs of residents directly affected by Hurricane Irma in September 2017. The Intake and Eligibility Operators may play an essential role in ensuring that delivery of assistance to program applicants is timely and responsive to customer needs, while ensuring and documenting eligibility, accountability and proper use of funds. The Contractor will be responsible for assisting DEO with program design, subrecipient project eligibility verification, management and oversight of projects.

Intake Centers

The Contractor may establish Intake Centers or mobile intake units (referred to as Intake Operations) in order to serve the applicants in a timely and customer service oriented manner. Intake Centers are the initial contact between the Contractor and applicant. It is vital that Intake Centers/Operations are provided in each HUD-designated MID counties around the State, along with regional intake centers in State identified Most-Impacted and Distressed areas of the State in order to serve the most applicants in a responsive manner. Intake/Eligibility Operators will be housed in the Intake Centers and will talk directly with the applicant and families to determine their need. It is important for employees of the Intake Centers to be friendly and knowledgeable in all aspects of the process and must be trained to answer questions efficiently and effectively.

Construction Management

The Contractor shall provide quality and timely construction management services for disaster housing assistance, from all aspects of environmental compliance, including environmental assessment, damage assessments, and cost of repair estimates; to inspection and work write-ups, progress inspections and payments; through final inspection, close-out/certificate of occupancy. It is the goal of the State to conduct "One Knock" inspections wherein the environmental assessment, damage assessment, and cost of repair assessment, will be undertaken during one visit to the applicant's home. The goal of the "One Knock" is to efficiently and effectively conduct the needed assessment with as little interruption to the applicant as possible. State program personnel may also attend the "One Knock" for compliance and monitoring purposes.

Multi-Family Housing Repair Program

DEO is considering a program to address repairs to public housing stock impacted by Hurricane Irma. The Contractor will be responsible for assisting the State with program design, subrecipient project eligibility verification, management and oversight of projects.

Construction of Affordable Workforce Rental Housing Program

DEO is considering the creation of a gap financing program that leverages other affordable workforce rental resources such as Low-Income Housing Tax Credits (LIHTC), bonds and other forms of financing. It is anticipated that this program will be a partnership between a housing finance entity, such as the Florida Housing Finance Corporation, and the Contractor would assist DEO with eligibility verification, management and oversight of this funding.

Land Acquisition for Affordable Workforce Rental Housing

DEO is considering the creation of a program that provides funding for the acquisition of property to develop affordable workforce rental housing. The Contractor will assist DEO with program design, eligibility verification, management and oversight of this funding.

Home Buyout Program

DEO is considering the creation of a home buyout program that would leverage other Federal resources, such as FEMA Hazard Mitigation Grant Program (HMGP) resources. It is anticipated that this would be a partnership with the Florida Division of Emergency Management (FDEM). The Contractor will assist DEO with designing a program to ensure HUD and FEMA compliance (as applicable), managing agreements with FDEM for HMGP match and managing all local government non-HMGP buyout projects. This can include

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assisting DEO with eligibility and verification and working with local governments as they conduct outreach and education, property appraisals, determine appropriate end use of the area for a public purpose and consider options for relocation or resettlement for participating homeowners.

Infrastructure

DEO is considering the creation of a program that would repair infrastructure impacted by Hurricane Irma. It is anticipated that this would be a partnership with FDEM. The Contractor will work with FDEM to review applications for Federal assistance to determine eligibility for CDBG-DR funding to be used as match. Projects that are considered not eligible for HMGP may still be considered for CDBG-DR funding. The Contractor will assist DEO with designing a program to ensure HUD and FEMA compliance (as applicable), managing agreements with FDEM for HMGP match and managing all local government non-HMGP infrastructure projects. This can include assisting DEO with eligibility verification, management and oversight of local government subrecipients.

Business and Economic Development

Recovery Workforce Training Program

DEO is considering the creation of a workforce training program focused on growing the workforce needed for jobs associated with long-term recovery efforts. It is anticipated that these jobs would primarily be focused on skilled labor to support housing and infrastructure repair and redevelopment efforts along with the construction of new workforce rental housing. The Contractor will be responsible for assisting the State with program design, management and oversight of this funding.

Business Recovery Grants

DEO is considering the creation of a grant program to support the needs of businesses impacted by Hurricane Irma. The Contractor will help DEO with outreach, eligibility verification, management and oversight of this program.

C.4 Major Program Goals

The Contractor shall be responsible for program operations, application processing, and administration of the tasks and services contained herein related to the CDBG-DR program. The Contractor shall work closely with DEO staff, UGLGs and their representatives in preparing and maintaining the overall project plan for all phases of the Program, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program close out environment.

C.5 Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverable No. 1– Program and Contract Administration		
Tasks	Performance Measures	Financial Consequences
<p>Provide program and contract administration services to DEO for the CDBG-DR program as defined in Section C.6.1 below.</p> <p>Provide a monthly report detailing all management activities to DEO by the 15th day of each following month.</p>	<p>Provide monthly report detailing all activities achieved during the month, as evidence of the services provided. The Contractor shall provide one invoice on a monthly basis upon completion of the deliverable and any other required documentation for services performed.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>

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	Performance must be to the satisfaction of DEO.	
Deliverable 1 - \$Cost		
Deliverable No. 2 –Strategic Communications		
Tasks	Performance Measures	Financial Consequences
Contractor shall establish and adhere to a Strategic Communications program that complies with the Fair Housing Act and will include outreach in furtherance of Fair Housing objectives, as described in Section C.6.2 below. Due date to be determined during contract process.	Provide a comprehensive strategic communications plan detailing the Contractor’s plans to accomplish all of the requirements of strategic communications controls and documentation. Provide all documentation to be posted on the DEO Disaster Recovery website that provides citizen access to all aspects of the recovery. Performance must be to the satisfaction of DEO.	Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.
Deliverable 2 - \$Cost		
Deliverable No. 3– Policies and Procedures		
Tasks	Performance Measures	Financial Consequences
Conduct an assessment and updates to DEO’s Disaster Recovery Policies and Procedures Manual, ensure compliance with all applicable State and Federal requirements, as described in Section C.6.3 below. Due date to be determined during contract process.	Provide updated Disaster Recovery Policies and Procedures Manual. Performance must be to the satisfaction of DEO.	Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.
Deliverable 3 - \$Cost		
Deliverable No. 4– Programmatic Monitoring		
Tasks	Performance Measures	Financial Consequences
Establish controls for programmatic monitoring and reporting and ensure compliance for all subrecipients, as described in Section C.6.4. Due date to be determined during contract process.	Provide programmatic monitoring controls and monitoring documentation. Provide all compliance reports. Performance must be to the satisfaction of DEO.	Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.
Deliverable 4 - \$Cost		

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Deliverable No. 5– Centralized Duplication of Benefits/Verification of Benefits		
Tasks	Performance Measures	Financial Consequences
<p>Develop a centralized process for verification of benefits (VOB) and to ensure that projects or applicants are eligible and that no Duplication of Benefits (DOB) occurs through application and contracting process as described in Section C.6.5 below.</p> <p>Due date to be determined during contract process.</p>	<p>Submit centralized process for verification of benefits (VOB) and to ensure that projects or applicants are eligible and that no Duplication of Benefits (DOB) occurs through application and contracting process to DEO for review and approval.</p> <p>Submit evidence of review and all applications.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>
Deliverable 5 - \$Cost		
Deliverable No. 6 – Centralized Environmental Review Services		
Tasks	Performance Measures	Financial Consequences
<p>Assist DEO with the environmental review process to ensure compliance with 24 CFR Part 58 and all associated federal, state and local requirements as defined in in Section C.6.6 below.</p> <p>Due date to be determined during contract process.</p>	<p>Submit report detailing environmental review findings.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>
Deliverable 6 - \$Cost		
Deliverable No. 7 – Compliance/Audit/Close-Out/Disallowed Costs		
Tasks	Performance Measures	Financial Consequences
<p>Develop and submit an internal compliance plan for audit engagements during the contract period and after the contract period, the close out process for the program once contract period ends, and how disallowed costs are handled within this contract to DEO for review and approval.</p> <p>Implement internal compliance plan and ensure compliance by all subrecipients in accordance with the approved compliance plan, as described in in Section C.6.7.</p> <p>Due date to be determined during contract process.</p>	<p>Provide internal compliance plan(s).</p> <p>Provide all compliance report(s).</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p> <p>A financial consequence in the amount of the disallowed costs will result if costs are disallowed by HUD due to DOB.</p>
Deliverable 7 - \$Cost		
Deliverable No. 8– Training Program		
Tasks	Performance Measures	Financial Consequences
<p>Provide initial and ongoing training as described in Section C.6.8.</p> <p>Due date to be determined during contract process.</p>	<p>Provide record and copy of all training materials.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>

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Deliverable 8 - \$Cost		
Deliverable No. 9– Housing Services		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall mobilize and launch a housing services program, develop and administer an application process, and provide for construction and project management, as describe in Section C.6.9.</p> <p>Due date to be determined during contract process.</p>	<p>Provide documentation of all processes associated with the housing services program described in Section C.6.9., including but not limited to, the application process, construction and project management and the mobilization and launch of the program as a whole.</p> <p>Contractor shall be reimbursed upon completion of one housing services task on a per completed task basis as detailed in C.6.9.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 9 - \$Cost		
Deliverable No. 10– Infrastructure		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall develop infrastructure recovery strategies, develop and administer an application process, assist DEO with program implementation and provide project management, as describe in Section C.6.10.</p> <p>Due date to be determined during contract process.</p>	<p>Provide documentation of all monitoring findings as described in Section C.6.10.</p> <p>Contractor shall be reimbursed upon completion of one infrastructure program task on a per completed task basis as detailed in C.6.10.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 10 - \$Cost		
Deliverable No. 11– Business and Economic Development		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall develop economic revitalization strategies, an application program for business and economic revitalization projects and provide project management, as describe in Section C.6.11.</p> <p>Due date to be determined during contract process.</p>	<p>Provide economic revitalization strategies and develop an application program for business and economic revitalization projects.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>

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	Develop and administer the Business and Economic Development program. Performance must be to the satisfaction of DEO.	
Deliverable 11 - \$Cost		
Deliverable No. 12 – Intake and Eligibility Operations		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide face to face and online intake and eligibility operations for the disaster housing assistance program to address the unmet needs of residents directly affected by Hurricane Irma in September 2017, as described in Section C.6.12. Due date to be determined during contract process.	Provide documentation representative of face to face and online intake and eligibility operations. Performance must be to the satisfaction of DEO.	Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.
Deliverable 12 - \$Cost		

C.6 Contractor Responsibilities

C.6.1 Program and Contract Administration

Program and Contract Administration duties are as follows:

1. The Contractor will provide a minimum of one executive briefing to DEO per week which outlines all current work to date, all work currently underway, and all work planned both in the near term and far term.
2. The Contractor must ensure that mortar homes, mobile or manufactured homes and modular homes will be repaired, replaced, or rebuilt by either subcontractors or the Contractor itself.
3. The Contractor must possess an understanding of HUD’s CDBG-DR program, HUD’s National Objectives, the FEMA Mission Scoping Assessment, and the FEMA Recovery Support Strategies.
4. The Contractor will provide expertise in the HUD CDBG-DR national objectives program and ensure compliance with information security requirements and employ defined security controls in accordance with applicable Federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.
5. The Contractor must provide the State notice of all sub-contractors it intends to hire to accomplish the recovery mission. All sub-contractors must meet Florida Regulatory and compliance guidelines.
6. The Contractor agrees to follow State established recovery priorities.
7. The Contractor must assist with maintenance of the full transparency website clearly portraying all aspects of the recovery. Please see <http://www.floridajobs.org/CDBG-DR/>.
8. The Contractor must provide timelines for all aspects of the recovery and estimated completion of all tasks to be included in the formal weekly briefing.
9. The Contractor will provide intake and eligibility operations, including: processing and assigning work, as applicable, within established policy guidelines; conducting extensive coordination with an existing State case management system to validate eligibility of citizens; ensuring no duplication of benefits prior to providing any program assistance; and providing a weekly follow up for citizens who are deemed eligible. The Contractor may also receive disaster case management files from other disaster case management operations as directed or identified by the State

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10. The Contractor must develop and utilize a process for approval of any eligibility determination outside of program guidelines, priority change outside of program guidelines, or proposed cost of replacement/repair estimates that exceed program guidelines for a particular class of repair or replacement. All policies and processes are subject to DEO approval.
11. The Contractor accepts the requirement to make all personnel, location, files and other pertinent information available to the State (and/or to the Federal government) at any time during the course of the contract.
12. The Contractor will establish and provide a citizen's complaint protocol. At a minimum, the Contractor will provide an online appeals and complaint system capability which ensures citizens are informed and provided responses to questions, inquiries and complaints within two working days. The Contractor will establish an escalation protocol for any citizen issue in order to keep the State informed on the progress of all complaints.
13. The Contractor must provide an official Certificate of Occupancy upon completion of all work to the homeowner and retain this certificate on file.
14. The Contractor understands and agrees that the State will implement an inspection and compliance/monitoring program.
15. The Contractor will ensure strict compliance with all aspects of HUD standards and will adjust to any HUD updates. Should DEO seek a waiver from HUD or an amendment to the Action Plan, the Contractor will prepare the proposed amendment or waiver at the direction of the State. The Contractor will be responsible, at the direction of the State, for preparing the waiver or amendment along with all required supporting documentation.
16. The Contractor will conduct HUD-compliant environmental reviews for each project.
17. The Contractor will ensure compliance with all Federal, State, and local environmental standards and follow all established environmental standards during the conduct of all work for the duration of the contract.
18. The Contractor will ensure strict compliance with all HUD standards and will adjust to any HUD updates. If the State decides to seek a program waiver from HUD or an amendment to the Hurricane Irma Action Plan,
19. The Contractor will report to the State any evidence of fraud within two workdays of discovery.
20. The Contractor must establish a process by which it assesses the cost effectiveness of each rehabilitation or reconstruction project undertaken to assist a household. This includes criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the property-owner, either through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures. The process is subject to DEO approval.
21. The Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) in order to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
22. The Contractor shall monitor, audit, and train its staff on the authorized sharing of sensitive data and the consequences of unauthorized use or sharing of such data.
23. The Contractor shall comply with all applicable project requirements set forth in 83 Fed. Reg. 28 (February 9, 2018).
24. The Contractor will be expected to complete other responsibilities and deliverables required by HUD.
25. The Contractor shall provide all contract administration for subrecipient agreements from Housing Services, Infrastructure, and/or Business and Economic Development programs, including:
 - a. Contract management services for subrecipient agreements for Hurricane Irma;

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- b. Oversight of distribution of CDBG-DR funds related to Hurricane Irma to subrecipients;
 - c. Ensure subrecipient compliance with all regulations governing administrative, financial and programmatic operations and performance objectives on schedule and within budget; and
 - d. Assist DEO with providing guidance and technical assistance to all applicants and subrecipients.
26. For all programs, the Contractor shall, at a minimum, be capable of performing applicable inspections that verify compliance with the following on various project types:
- a. Applicable environmental and historic preservation laws and regulations;
 - b. HUD rules and regulations;
 - c. Local building codes and permitting;
 - d. 2010 ADA Standards;
 - e. Any other applicable federal, state, or local laws; and
 - f. Any other reasonable inspection activity that may arise during the course of a project.

C.6.2 Strategic Communications

As a minimum, the Contractor shall execute the following duties as part of the overall contract as it relates to Strategic Communications:

1. Contractor will provide professional and responsive customer service. The Contractor will provide their system and associated metrics for the minimal acceptable level of service for tracking, resolving, and analyzing complaints and/or issues for each medium.
2. Contractor will assist with maintenance of the DEO Disaster Recovery website that provides citizen access to all aspects of the recovery. Please see <http://www.floridajobs.org/CDBG-DR/>.
 - a. Contractor will provide all recovery financial documents to DEO for placement on the public website accounting for all funds associated with the project.
 - b. Contractor will provide a project management tracking system on the public website accounting for all of the completed and ongoing recovery efforts. This project management system will be subject to DEO approval.
 - c. Contractor will provide DEO with any additional documents that provides citizen access to all aspects of the recovery for placement on the public website.
3. Contractor's strategic communications program will comply with the Fair Housing Act and will include outreach in furtherance of Fair Housing objectives.
4. The Contractor will maintain and document consistent communications with State and local governmental organizations. The Contractor will maintain and document any additional communications with other entities with whom the Contractor communicated, including the frequency of engagement, communication medium and the information provided.
5. Prior to the public use of any document the Contractor will provide a copy of the proposed document to the State for approval. The Contractor will also provide to DEO for approval any program document that Contractor seeks to utilize with program applicants.
6. The public website must use a State approved platform as a content management system. The State owns the website and its content. If the Contractor maintains or operates the website during the recovery operation, the website will be turned over to DEO at the conclusion of operations.
7. Contractor will provide support to DEO when communicating with the most vulnerable citizens, keeping stakeholders informed of the program's progress, and conducting outbound communications.
8. The Contractor will be expected to complete other responsibilities and deliverables required by HUD.

C.6.3 Policies and Procedures

At a minimum, the Contractor shall:

1. Assess and update DEO's Disaster Recovery Policies and Procedures Manual.

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2. Develop policies to ensure compliance with:
 - a. the Community Development Act of 1974, as applicable, and 24 CFR Part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds. These Federal Register notices include, but are not limited to, Federal Register Guidance (83 Fed. Reg. 28 (February 9, 2018)); all applicable waivers, action plan amendments and HUD's guidance on these funds; as well as applicable State laws and regulations;
 - b. The requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable;
 - c. Fair Housing Act, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 135, 24 CFR Part 52, and other applicable regulations, including the requirements related to fair housing, nondiscrimination, procurement standards related to subrecipients (including, 2 CFR §200.318 - §200.326), labor standards and the environment and;
 - d. All other requirements and regulations required by HUD in the administration of the CDBG-DR program and identified in Federal Register Notices issued by HUD regarding the use of CDBG-DR funds.

C.6.4 Programmatic Monitoring

The Contractor must be capable of performing, at a minimum, the following duties relating to monitoring and oversight:

1. Provide support of DEO's CDBG-DR program oversight, management, and compliance monitoring process and system that involves an ongoing process of planning, implementation, communication and follow-up. Specific objectives shall include, but are not limited to:
 - a. Determine if a subrecipient is carrying out its program as described in its subrecipient agreement;
 - b. Determine if a subrecipient is carrying out its scope of work in a timely manner.;
 - c. Determine if a subrecipient is conducting the project with adequate control over program and financial performance and in a way that minimizes the opportunity for fraud, waste and abuse;
 - d. Assess if a subrecipient has the capacity to carry out the approved project for the duration of the agreement period;
 - e. Identify problem areas and assist a subrecipient in complying with the program requirements and;
 - f. Provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected and not repeated.
2. Monitor performance of each subrecipient using the reporting and performance benchmarks;
3. Report any identified or suspected instances of non-compliance with applicable laws, rules and policies to the DEO;
4. Provide sufficient, appropriate control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records would be required from each subrecipient:
 - a. Records providing full description of each activity;
 - b. Records verifying that activity meets national and subrecipient agreement objectives;
 - c. Records related to demonstrating eligibility of activities;
 - d. Records required to document activity related to real property;

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- e. Records documenting compliance with the fair housing and equal opportunity requirements;
 - f. Financial records and reports required by DEO;
 - g. Performance reports required by DEO and;
 - h. Records supporting any specific requirements of the grant.
5. Provide support and participate in any quality control plans or audits conducted by DEO or its contracted auditors; and
 6. Provide accurate and timely information to DEO.

C.6.5 Centralized Duplication of Benefits/Verification of Benefits

At a minimum:

1. The Contractor shall ensure that subrecipients comply with HUD’s requirements for duplication of benefits, imposed by the Federal Register Guidance for these storms.
2. The Contractor shall develop a centralized process for verification of eligibility and of benefits (VOB) and to ensure that no Duplication of Benefits (DOB) occurs through the application and contracting process.
3. The Contractor shall be responsible for providing the staff necessary to handle all applications reviewed during the DOB/VOB process.

C.6.6 Centralized Environmental Review Services

The Contractor must have the qualifications and ability to provide, at a minimum, the following duties related to environmental services:

1. Assist DEO in reviewing each project description to ascertain and/or verify the level of environmental review required;
2. Assist DEO in preparing, completing, and submitting required HUD forms for environmental review and provide all documentation to support environmental findings;
3. Assist DEO in consulting with oversight and regulatory agencies to facilitate environmental clearance;
4. Perform or contract special studies, additional assessments, or permitting to secure environmental clearance;
5. Provide technical assistance to the DEO, subrecipients and service providers;
6. Complete site visits as determined by DEO and/or any other regulatory body;
7. Prepare and submit all public notices for publication including, but not limited to, the Notice of Finding of No Significant Impact, Request for Release of Funds, and any other notices in their required order and sequence; and
8. Provide documentation of clearance for parties known to be interested.

C.6.7 Compliance/Audit/Close-Out/Disallowed Costs

The Contractor shall, at a minimum, engage in the following as it relates to Compliance/Audit/Close-Out/Disallowed Costs:

1. Develop and submit an internal compliance plan, including but not limited to: the process for audit engagements during and after the contract period ; document management, including procedures for Contractor and DEO to exchange all necessary grant, construction, case management and other programmatic files, whether paper or electronic copies; the close-out process; and the process for handling disallowed costs, including detailed information on how disallowed costs will be handled and addressed during the course of the contract. All internal compliance plans, and amendments thereto, are subject to DEO review and approval.
2. Interact with DEO’s internal audit staff. The Contractor must allow the State’s internal audit staff to review compliance reports and other internal documentation.

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3. Comply with DEO and the State's right to audit. The State of Florida has the right to audit all aspects of the recovery program, including but not limited to all aspects of intake, eligibility, contracting, sub-contracting, material purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services. The State of Florida has the right to request all documents in connection with this right to audit.
4. Be responsible for reimbursing the State of Florida or DEO for any and all disallowed cost.

C.6.8 Training Program

1. The Contractor shall provide initial and ongoing training to all employees, as well as all sub-contracted and State government employees, on the following tasks and any others that are pertinent to program implementation:
 - a. Affirmatively Furthering Fair Housing ("AFFH");
 - b. Uniform Relocation Assistance (acquisition/relocation);
 - c. Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and the Fair Housing and Equal Opportunity Standards;
 - d. Financial management;
 - e. Procurement (Federal and State);
 - f. Environmental review regulations;
 - g. Section 3 Economic Opportunities – HUD.
 - h. Requirements and regulations required by HUD for the administration of the CDBG-DR program.
2. The Contractor will provide updated training on any policy changes to the workforce within 90 days and retain records of everyone who has attended the training.

C.6.9 Housing Services

Construction Management

At a minimum, the State expects the Contractor shall comply with the following requirements:

1. The Contractor must ensure all workers know and enforce housing policies (including mobile home, minimum standards, mold remediation, lead-based paint, asbestos, floodplain etc.), and ensure compliance.
2. The Contractor must conduct initial inspection and analysis on each home to establish the home's relative value to determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. It is imperative that the Contractor provide complete and accurate damage assessments and cost of repair estimates so as to avoid and minimize change orders.
3. The Contractor must assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
4. The Contractor will bid out all construction contract or sub-contract work, will provide justification if the lowest bidder is not selected, and all bid documents will be made available to the State whether a bidder is selected or not.

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5. The Contractor must follow established process for all homes scheduled for demolition, and dispose of mobile homes and all demolition/construction debris in accordance with all local, State, and Federal guidelines, regulations, and ordinances.
6. The Contractor must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.
7. The Contractor must ensure all construction meets local and State building codes and established policies; must ensure that the work performed is of good and workmanlike quality; and, must conduct progress and final inspections and approve and make timely payments to subcontractors accordingly.
8. The Contractor is responsible for coordinating the timely move in/move out of applicants whose homes are being repaired or replaced so as to minimize the disruption to the applicant and minimize the amount of time the applicant is out of the home. The Contractor is also responsible for on-site storage units, if necessary, for the storage of an applicant's possessions during the time the applicant is displaced.
9. The Contractor must closely monitor all construction timelines and provide the State with weekly briefings.
10. The Contractor must maintain all construction records documenting compliance from start up to file close-out.
11. The Contractor will conduct all environmental assessments, including but not limited to Tier 1 and Tier 2 assessments, lead-based paint assessment, or asbestos containing materials assessments.
12. Contractor will provide, at a minimum, a weekly briefing to the State regarding the program intake, program construction progress, and program close out. The briefing will provide an update on program metrics as requested and established by the State.
13. Contractor will comply with all construction standards, housing quality standards, and energy efficiency standards set forth in Federal statutes governing CDBG-DR and all Federal Notices pertaining to Hurricane Irma, including 83 Fed. Reg. 28 (February 9, 2018) and any subsequent notices.

C.6.10 Infrastructure Program and Project Management

At a minimum, Contractor shall:

1. Ensure program compliance including all CDBG-DR requirements and the Federal Register Guidance.
2. Assist subrecipients in establishing and maintaining financial processes.
3. Obtain and maintain copies of the subrecipient's most current agreement including all related change requests, revisions and attachments.
4. Establish and maintain record keeping systems.
5. Assist subrecipient with resolving monitoring and audit findings.
6. Serve as monitoring liaison.
7. Assist subrecipient with resolving third-party claims.
8. Report suspected fraud to DEO.
9. Submit timely responses to DEO's requests for additional information.
10. Complete draw request forms and supporting documents.
11. Facilitate outreach efforts, application intake, and eligibility review.
12. Perform any other administrative duty required to deliver the project.
13. Utilize and assist with DEO's system of record to complete milestones, submit documentation, reports, draws, modifications.
14. Submit modifications and all required documentation related to any change requests.
15. Prepare and submit Monthly Status Report.
16. Participate in regularly scheduled progress meetings.
17. Provide engineering and construction oversight and review.
18. Create, monitor, and update project schedules.
19. Provide technical assistance to DEO, subrecipients, and service providers.
20. Review and process Certificate of Completion reports and inspect construction project sites.

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21. Ensure appropriate CDBG-DR clauses are incorporated into construction bids and construction award documents.
22. Verify that the construction of projects follows CDBG-DR program requirements.
23. Develop and administer application process, subject to approval by DEO. Application process must meet the requirements of the Federal Register Guidance and HUD requirements.

C.6.11 Business and Economic Revitalization Program and Project Management

At a minimum, the Contractor shall:

1. Develop policies and procedures and an application program for business economic revitalization programs, subject to approval by DEO.
2. Implement approved CDBG-DR projects, and oversee management, compliance, and reporting of project activities.
3. Maintain hard and electronic files which contain required documentation to support compliance with Federal regulations.

C.6.12 Intake and Eligibility Operations

At a minimum, the Contractor shall comply with the following requirements as part of the overall contract:

1. Intake operations will begin within 45 days of the award of this contract unless otherwise agreed to by the State.
2. Intake operations will last 90 days for application acceptance.
3. The Contractor will provide Intake and Eligibility Operators who are capable of quickly and efficiently conducting application processing, to include: determination of program eligibility, ownership, FEMA, insurance and other payments, duplication of benefits, floodplain status, and other documentation, as required.
4. The Contractor will ensure completed applications are entered into the appropriate Intake and Eligibility System and coordinated with other statewide Intake and Eligibility Operators.
5. The Contractor will ensure that an application can be securely initiated and completed via the public website.
6. The Contractor will ensure compliance with The Stafford Act.
7. The Contractor will ensure no duplication of benefits in accordance with HUD and Federal and State policy.
8. The Contractor must perform research to determine if an applicant's real property or manufactured housing unit is encumbered by a mortgage or lien.
9. The Contractor will work to ensure all citizens receive the appropriate amount granted by law, policy, or guidance.
10. The Contractor will provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, home repairs, reconstruction, replacement, or new construction, and keep the citizen, business, or entity fully aware of all expectations and construction timelines.
11. The Contractor will develop a standards-based information process flow system to enable efficient operations. Contractor shall provide examples of how they intend to accomplish this requirement within their ITN vendor reply.
12. Contractor may be required to establish eligibility requirements for sub-recipients consistent with HUD requirements and at the direction of DEO.
13. The Contractor will close-out the applicant's file after final inspection and payment.

Intake Centers

At a minimum, the Contractor shall comply with the following requirements as part of the overall contract:

1. The Contractor shall establish, at least eight static regional intake centers in the following regions identified as receiving FEMA individual assistance (IA) and public assistance (PA).

North Central Florida – Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Union, Bradford, and Alachua counties.

Northeast Florida – Baker, Nassau, Duval, Clay, St. Johns, Putnam, and Flagler counties.

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East Central Florida – Marion, Sumter, Lake, Volusia, Seminole, Orange, Osceola, and Brevard counties.

Tampa Bay – Citrus, Hernando, Pasco, Hillsborough, Pinellas, and Manatee counties.

Central Florida – Polk, Hardee, De Soto, Highlands, and Okeechobee counties.

Treasure Coast – Indian River, St. Lucie, Martin, and Palm Beach counties.

Southwest Florida – Sarasota, Charlotte, Glades, Lee, Hendry, and Collier counties.

South Florida – Broward, Miami-Dade, and Monroe counties.

The intake centers shall be established within 45 days of contract award. The static intake centers will remain open for at least 90 days for active application acceptance from potential intake center customers and a reasonable time thereafter for applicants to submit any required follow-up documentation. During the intake period, the static intake center must be open weekdays and on Saturdays from 9 a.m. to 5 p.m. Contractor may provide mobile intake units for the 10 counties and four ZIP codes identified as MID by HUD. The mobile intake center will require that Contractor provide intake services at various sites determined by the State to best achieve intake in the MID communities. DEO will determine when to close the static intake center based upon statistical proof that the center has accomplished its intended purpose. The intake center must be operational and staffed in a manner to reduce wait time and to accommodate working families.

2. The Contractor must be granted approval from the State prior to closing any intake center.
3. The Contractor will provide an initial screener at each intake center to screen for basic eligibility and ensure the applicant has all of the required documentation to move to case management.
4. The Contractor will ensure exceptional customer service at intake centers. The State will not dictate the number of employees at each center but expects each applicant to be treated in a timely manner. Each intake center will be unique based upon the needs of the local area; however, the Contractor will provide a metrics-based customer service standard accounting for both time of transaction and overall number of customers expected to be served daily. These metrics will be presented to the State at the weekly Executive briefing.
5. The Contractor may provide an appointment system allowing for greater applicant predictability and less applicant wait time.
6. In extreme cases where mobile intake does not suffice, the Contractor's intake staff may travel to the home for those who have a valid appointment and are elderly, infirm, or do not have transportation to the intake center. Additionally, the State is not opposed to a Contractor outreach program which brings the case management system to the applicant. If a home visit is necessary, the Contractor may have two staff members attend the home visit.
7. Intake centers must be ADA compliant.
8. The Contractor will ensure that applicants who are deemed eligible know the next step in the process, have clearly defined expectations, and a viable timeline. In compliance with this requirement, at a minimum, the Contractor will provide client with an easily understandable written or graphic document that sets forth the preceding information.
9. The Contractor will ensure a bilingual (Spanish) capability and address language issues at all intake centers, as well as during all follow up communications with applicants.
10. The Contractor will provide on-site staff who will ensure compliance with all aspects of the Fair Housing Act and conduct a program ensuring that populations that are least likely to apply are able to fully understand the program.

The Contractor's reply to this Invitation to Negotiate must encompass all services necessary to implement their approach. This would include, but not be limited to: all labor, materials, supplies, personnel, facilities, training, operation and maintenance services.

C.7 Staffing Levels

The Contractor's proposed staff and organization must be sufficient to provide the required services throughout the Contract. Proposed individual skill level must be consistent with Contractor's proposed solution and services. Proposed staff resumes must be provided and must reflect experience with projects

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of similar size and complexity. DEO reserves the right to reject any proposed team member throughout the duration of the Contract.

The Contractor shall staff the project with a sufficient number of key staff identified in their reply to fulfill the Contract. DEO will consider these personnel to be essential to the project. At a minimum, these key staff positions shall be solely dedicated to the project and be available throughout the project. Key staff positions shall, at a minimum, include a Project Manager, and Administrative Assistant, and sufficient subject matter experts in one or more of the areas listed in C.8. to fulfill the needs of all Subrecipients and the requirements of the deliverables listed in C.5.

Additional named staff and on-site requirements shall be determined through discussions between the Contractor and DEO.

C.8 Professional Qualifications

Necessary Knowledge and Experience

The Contractor shall, at a minimum, provide competent and adequate trained personnel with the knowledge, experience, and expertise as outlined below:

1. The Contractor's personnel must have experience in oversight and management of housing services, infrastructure, and business and economic revitalization projects.
2. The Contractor's personnel must have expertise in Davis-Bacon Act requirements for any construction or engineering related project.
3. The Contractor's personnel must be knowledgeable of CDBG-DR and all HUD requirements listed in 83 FR 5844 and Federal and State regulations related to housing services, infrastructure, and business and economic revitalization projects.
4. The Contractor's personnel must have knowledge of and assist with the application process for housing services, infrastructure, and business and economic revitalization projects.

Contractor staff should include persons with experience and understanding of CDBG-DR requirements and regulations and knowledgeable in one or more of the following areas; State of Florida regulations, housing and community development, health and human services, educational facilities, transportation infrastructure, supportive services programs, and environmental programs related to 24 CFR Part 58.

The person responsible as Project Manager should maintain a complete understanding of all applicable Federal CDBG-DR and State of Florida program policies, requirements, and procedures.

The Project Manager will provide direct supervision to all other Contractor personnel.

The Project Manager will possess a working knowledge of regulatory and statutory compliance requirements for CDBG-DR programs/projects.

Key staff are to include, but are not limited to, personnel who are trained and knowledgeable in the following areas: project management, financial management and audits; property disaster recovery; compliance and monitoring; policy and reporting including data analysis; labor standards compliance; fair housing/equal opportunity compliance; construction management/monitoring; fund recapture and recovery and environmental review compliance and procedures. Key staff shall possess the following:

1. Requirements for Professional Qualification Standards as listed under 36 CFR Part 61 to perform identification, evaluation, registration and treatment of activities for Historical Preservation/Section 106.
2. Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
3. Knowledge, skills, and abilities necessary in order to track and analyze work data and ensure compliance with established policies and procedures.
4. Subject matter expertise in the federal grants management field.

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Persons responsible for reviewing and updating the policy and procedures regarding the environmental review process shall have a thorough understanding and be knowledgeable with the Federal laws, regulations and Executive Orders pertaining to environmental compliance under 24 CFR Part 58.

C.9 Staffing Changes

The Contractor shall staff the project with key personnel identified in the Contractor's reply, which are considered by DEO to be essential to this project. As soon as possible, but no less than 10 business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

C.10 Service Times

The Contractor shall maintain hours of operation between 8 a.m. and 5 p.m., Monday through Friday, not including any Federally recognized holidays. During the hours of operation, the Contractor shall have the appropriate number of staff as described in C.7, above, present and available to accept calls, field inquiries and communicate with DEO, as needed.

C.11 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of the solicitation, any addenda, reply, and DEO Core Contract.

C.12 Method of Payment/Invoice

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

Contractor shall submit invoices to DEO on or before the 5th of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager assigned to the ITN Vendor Agreement.

Contractor shall provide complete pricing information for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1) (a), Florida Statutes.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

C.13 Background Screening

DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.

Contractors or contractor employees who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project.

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Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

Contractor employees who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to this project. Screening results indicating convictions of disqualifying offenses will result in a contractor employee not being allowed to work on this project. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

All costs incurred in obtaining background screening shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO and will be maintained by DEO's Contract Manager. DEO's Contract Manager will provide written approval/disapproval of the Contractor's employees to the Contractor. Contractor employees are prohibited from performing any work under this project until written approval of the employee is received from DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all Contractor employees assigned to this project.

C.14 Contract Extension

Extension of a contract for contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

C.15 DEO Responsibilities

1. Assign a Contract Manager to manage the Contract.
2. Ensure the DEO Contract Manager provides information to the Contractor as required.
3. Assign Project Manager(s) to coordinate the Contractor/Subrecipient relationship.
4. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
5. Be available for consultation throughout the project.
6. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
7. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
8. Maintain paper, electronic and final archive copies of all deliverables.
9. Expediently respond to inquiries or requests from Contractor.
10. Provide meeting sites when necessary.

C.16 Contractor's Responsibilities upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by DEO, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the notice.
2. Complete performance of such part of the work as shall not have been terminated by DEO.
3. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which DEO has or may acquire an interest.

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4. Upon the effective date of termination of the contract, Contractor shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

C.17 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, of this Scope of Work will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, Contractor(s) may be assessed the financial consequences set forth in Section C.5. However, it is hereby agreed that if the services/items are not timely and satisfactorily performed, the parties may agree to a corrective action plan prior to the institution of financial consequences. Failure of Contractor to timely and adequately perform under any corrective action plan implemented by the parties shall result, at the minimum, in a financial consequence that would have been imposed under Section C.5.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Vendor Core Contract. The financial consequences set forth herein do not constitute exclusive remedies of DEO, and DEO shall retain all rights, privileges, and remedies available to it at law and in equity.

C.18 Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.17) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

C.19 Notification of Instances of Fraud

Incidents of the Contractor's operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

C.20 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this solicitation. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this solicitation. Contractor's confidentiality procedures must be approved by DEO and must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715(1), F.S., and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, F.S.

C.21 Change of Ownership

If a change of ownership of the company is anticipated during the twelve (12) months following the solicitation Technical Reply Due date, Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

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C.22 Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with DEO and/or its employees, under this Contract shall be the property of DEO. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

C.23 Errors and Omissions Insurance

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. DEO shall be named as the additional insured. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

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SECTION D
DEO VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 18-ITN-003-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to this contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation.

- Remainder of Page Intentionally Left Blank -

**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list a minimum of three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous year(s). **At a minimum, one (1) of the verifiable clients must include a state reference where the Respondent has performed CDBG-DR program management services within the last five (5) years similar in size and scope to this solicitation. Respondents that do not include a minimum of one (1) state reference will receive a score of zero (0) for Past Performance References.** Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5) continuous	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5) continuous	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5) continuous	to
Approximate Contract Value:	\$

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***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT B
COST REPLY**

- A. The Respondent should propose a fixed price for the duration of the contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in Section C – Scope of Work, of this solicitation.

Initial Contract Term (3 Years)

No.	Deliverable	Year 1 Costs	Year 2 Costs	Year 3 Costs	Total Costs
1.	Program and Contract Administration	\$	\$	\$	\$
2.	Strategic Communications	\$	\$	\$	\$
3.	Policies and Procedures	\$	\$	\$	\$
4.	Programmatic Monitoring	\$	\$	\$	\$
5.	Centralized Duplication of Benefits/Verification of Benefits	\$	\$	\$	\$
6.	Centralized Environmental Review Services	\$	\$	\$	\$
7.	Compliance/Audit/Close-Out/Disallowed Costs	\$	\$	\$	\$
8.	Training Program	\$	\$	\$	\$
9.	Housing Services	\$	\$	\$	\$
10.	Infrastructure	\$	\$	\$	\$
11.	Business and Economic Development	\$	\$	\$	\$
12.	Intake and Eligibility Operations	\$	\$	\$	\$
GRAND TOTAL		\$	\$	\$	\$

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Renewal Contract Term (3 Years)

No.	Deliverable	Renewal Year 1 Costs	Renewal Year 2 Costs	Renewal Year 3 Costs	Total Costs
1.	Program and Contract Administration	\$	\$	\$	\$
2.	Strategic Communications	\$	\$	\$	\$
3.	Policies and Procedures	\$	\$	\$	\$
4.	Programmatic Monitoring	\$	\$	\$	\$
5.	Centralized Duplication of Benefits/Verification of Benefits	\$	\$	\$	\$
6.	Centralized Environmental Review Services	\$	\$	\$	\$
7.	Compliance/Audit/Close-Out/Disallowed Costs	\$	\$	\$	\$
8.	Training Program	\$	\$	\$	\$
9.	Housing Services	\$	\$	\$	\$
10.	Infrastructure	\$	\$	\$	\$
11.	Business and Economic Development	\$	\$	\$	\$
12.	Intake and Eligibility Operations	\$	\$	\$	\$
GRAND TOTAL		\$	\$	\$	\$

GRAND TOTAL COST: \$ _____
 (Initial Contract Term and Renewal Contract Term)

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

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**ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie replies will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) For any employee who is convicted or pleads to a violation of chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

The following persons are a state officer or employees who own, directly or indirectly, more than 5% interest in the Respondent's firm:

The following persons have sought to influence DEO in this procurement on behalf of the Respondent.

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. The Department of Economic Opportunity cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractors' certifications must be kept at the Contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or Department.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their reply a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in similar projects as required by this solicitation for a minimum of three (3) years and is qualified to provide the services for which it is listed.

In the event that no subcontractor will be used, this list shall be returned indicating "No subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT H
REFERENCE QUESTIONNAIRE**

Department of Economic Opportunity

Respondent's Company Name ("Respondent"): _____

The Respondent listed above intends to submit a reply to the State of Florida, Department of Economic Opportunity, in reply to an Invitation to Negotiate (ITN) for _____. As a part of its reply, the Respondent is required to submit a number of reference questionnaires, which have been completed by the individuals who sign and return the forms as specified below. **USE OF THIS FORM IS REQUIRED.**

Each individual replying to this reference questionnaire is asked to follow these instructions:

- **Complete this questionnaire using the space provided. Attach additional pages if necessary;**
- **Sign and date the completed questionnaire;**
- **Seal the completed, signed, and dated questionnaire in a new standard #10 envelope;**
- **Sign in ink across the sealed portion of the envelope; and**
- **Return the sealed envelope containing the completed questionnaire directly to the Respondent for inclusion in its reply.**

(1) What is the name of the company or organization replying to this reference questionnaire?

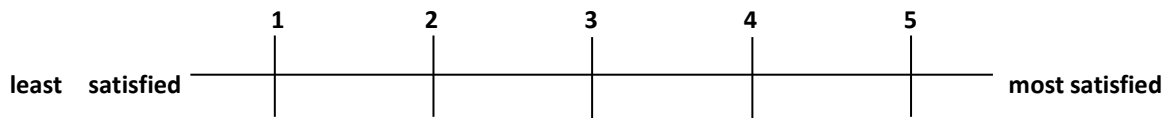
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Respondent.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What services does /did the Respondent provide to your company or organization? Attach additional pages to this questionnaire if necessary.

(4) What is the level of your overall satisfaction with the Respondent for the services described above?

Please respond by circling the appropriate number on the scale below.



If you circled 3 or less in the scale above, what could the Respondent have done to improve the rating?

(5) Were the services completed, or are they being completed, in compliance with the terms of the Contract, on time, and within budget? If not, please explain.

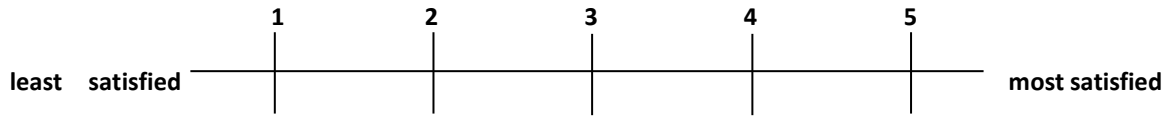
(6) How satisfied are you with the Respondent's ability to perform based on your expectations and according to the contractual scope of work?

(7) In what areas of service delivery does /did the Respondent excel? What are/were its strong points?

(8) In what areas of service delivery does /did the Respondent fall short? What are/were its weaknesses?

- (9) What is the level of your satisfaction with the Respondent’s project management approach, processes, and personnel?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (10) If the Respondent used subcontractors, what areas of the services were assigned to the subcontractor and why? How well did the Respondent manage the subcontractors?

- (11) Would you Contract again with the Respondent for the same or similar services? Do you have any reservations about recommending a future Contract award to or relationship with the Respondent?

REFERENCE SIGNATURE: (by the individual completing this reference questionnaire)	
DATE:	(must be the same as the signature across the envelope seal)

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**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Technical Reply Submittal	70
Tab 1. Executive Overview/Contractor's Understanding of the Project	5
<ul style="list-style-type: none"> ○ Statement of Identified Need The Respondent shall provide comprehensive executive summaries that illustrate their understanding of the requirements of the project, project schedule and how their proposed plan and execution strategy will meet the desired performance to meet the needs specified in this solicitation. These statements should be prepared as executive summaries in such a manner that will be understandable to individuals at a management level. 	5
Tab 2. Past Performance and Experience	25
<ul style="list-style-type: none"> ○ Company Qualifications/Financial Conditions <ul style="list-style-type: none"> ▪ Description/Overview of background and qualifications of the company relevant to Section C.3, General Description, and C.6, Contractor's Responsibilities. ▪ Evidence that the organization or team has the current capabilities and can assure performance for this requirement. ○ Prior Relevant Experience <ul style="list-style-type: none"> ▪ Demonstrate successful past firm experience that is substantially similar to that necessary to perform the contract tasks identified in Sections C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and C.6 Contractor's Responsibilities with specific emphasis on the management of a state centralized housing program. ▪ Include a list of all States and/or communities for whom you have provided services of similar scope and service, specifically state CDBG-DR efforts in the past five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Contractor served in each. ▪ Description of the outcomes of monitoring reports and audits conducted by HUD, HUD Office of Inspector General (OIG) or a state OIG of state or local programs where the review period coincided with the Contractor's or any subcontractor's agreement with the government. If the audit resulted in programmatic findings that did not result in disallowed cost, please include if they are ongoing or how they were resolved. If findings resulted in disallowed cost please including if they are ongoing or how they were resolved. This requirement applies to all work performed even if the Respondent or any of its subcontractors performed any of the tasks identified in this section or elsewhere in this document, including its attachments, under a "Doing Business As" filing or any other fictitious title aside from its formal corporation's title. ▪ Description of experience managing a state housing program, including specifically explaining what roles the contractor played under this model. ▪ Description of experiences where the contractor helped design or manage programs under the CDBG-DR requirements. ○ Resumes and Experience As part of the Technical Reply, the Respondent must submit resumes on the personnel assigned to work on this project describing their education, training, and work experience. The Respondent should provide evidence that each person Respondent proposes to utilize in implementing this project has previous experience in providing disaster recovery, contract and grant 	10

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<p>administration, housing recovery programs and program management or similar services and the environmental review process on a large scale project.</p> <p>The Respondent will submit a list of Project Personnel, a list of team members for approval, their respective roles; and experience while performing the services outlined in this solicitation. The Respondent should provide a Skills Matrix indicating the number of years of experience for each candidate submitted. Once assigned and accepted by DEO, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of DEO.</p>	10
Tab 3. Project Approach and Project Planning	20
<p>○ Project Approach</p> <p>The Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed and illustrate how the methodology will serve to accomplish the project goals and objectives of the program. Respondents may propose alternative approaches or recommendations while still complying with the objectives of the solicitation. Alternative approaches should be focused on mitigating project risks to time, scope and cost. To accurately assess DEO cost and workload, the Respondent should explicitly address in staffing-hours the extent their reply would require changes to DEO processes and procedures.</p> <p>○ Project Management</p> <p>Describe the proposed methodology for project planning, including project execution, monitoring, controlling and closing that will guide the decision making that occurs throughout the project; explain the benefits and risk associated with the methodology and identify any industry standards incorporated into the approach for each risk identified, the Respondent should identify the source and steps that can be taken by each stakeholder to eliminate or reduce the risk. The Respondent should include a detailed project plan.</p> <p>○ Project Schedule and Timeline</p> <p>Provide a fully defined, resource loaded and leveled project schedule/timeline with all of the tasks and associated effort to deliver the deliverables described in Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences.</p>	<p style="text-align: center;">5</p> <p style="text-align: center;">10</p> <p style="text-align: center;">5</p>
Tab 4. Execution Strategy Description	20
<p>The Respondent shall provide comprehensive narrative statements that set out the description for solution and how it meets the requirements of the solicitation and accomplishes the deliverables described in Section C.3, General Description, Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and Section C.6, Contractor’s Responsibilities. In order to facilitate the evaluation process, the Respondent should describe the solution for each deliverable in a separate section. These narratives should include the following:</p> <ul style="list-style-type: none"> ▪ Demonstrated effectiveness of Respondent approach to performing the various tasks outlined in the Scope of Work in Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and Section C.6, Contractor’s Responsibilities, including, but not limited to, project and program management, reporting requirements, grant implementation, issue management, project controls, quality assurance and risk management; ▪ Ability to address anticipated problem areas, as well as create financially viable solutions to problems, and future integration of new procedures and technology; ▪ Degree to which the Respondent demonstrates the ability to add qualified staff to the project in an efficient manner, availability of proposed project staff to provide the services and training methodology to understand current practices and ongoing training needs to address changes in policy and procedures; ▪ Understanding of the work, including a thoroughness shown in understanding the objectives and specific tasks and planned execution of the project; ▪ Quality, depth, and completeness of the project work plan; and 	20

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<ul style="list-style-type: none"> ▪ Effectiveness of Respondent’s approach to integrate with DEO’s internal staff and other contractors, if any. 	
B. Past Performance References	15
C. Cost Reply	15
D. Total Possible Points for the Reply Submittal	100 Points

NOTE: The maximum available points (15 points in total) for the Cost Reply Submittal will be awarded to the Respondent with the lowest responsive Cost Reply. The remaining replies from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

$$(A/B = C) \times M = P$$

- A = Lowest responsive reply
- B = Actual responsive reply for each of the other Respondents
- C = Pro rata portion (percentage) assigned for each of the other Respondents
- M = Maximum Points Available for the Cost Reply (= 15 points)
- P = Points Awarded to each of the other Respondents

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**ATTACHMENT J
INTENT TO SUBMIT REPLY**

(THIS ATTACHMENT DOES NOT APPLY TO THIS ITN)

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**ATTACHMENT K
TECHNICAL QUESTIONS SUBMITTAL FORM**

Respondents shall complete this form provided based on their questions relating to this solicitation. The completed form shall be submitted in accordance with the instructions provided in Section B.9. The electronic reply must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	ITN Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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ATTACHMENT L
REPLY PACKAGE CHECKLIST

To ensure that your reply package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its reply, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the reply has met all other requirements of the solicitation.

Check off each of the following:

___ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original reply.

In the event that Respondents submit a reply as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

___ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the reply.

___ 3. The Cost Reply (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the reply. The authorized representative must have the authority to bind the Respondent.

___ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original reply, if applicable.

___ 5. Signed and sealed Reference Questionnaire's (Attachment H) from three (3) references have been included as required.

___ 6. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

___ 7. The Respondent's reply addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

___ 8. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

___ 9. The http://www.myflorida.com/apps/vbs/vbs_main_menu website has been checked and any Addendums posted have been completed, signed, and included in the original reply.

___ 10. The original reply must be received, at the location specified, prior to the Reply Opening Date and Time designated in the Invitation to Negotiate Document.

___ 11. The Respondent shall submit one (1) original, signed and sealed Technical Reply, six (6) hard copies, and one (1) electronic copy (on compact disc).

___ 12. The Respondent shall submit one (1) original, signed and sealed Cost Reply, six (6) hard copies, and one (1) electronic copy (on compact disc).

___ 13. If Respondent considers any portion of its Technical/Cost Reply to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the reply titled "Redacted Copy" on compact disc.

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___15. On the lower left hand corner of the envelope transmitting your original reply, write in the following information:

Solicitation Number: 18-ITN-003-BM

Title: Management of the Florida Community Development Block Grant Disaster Recovery (CDBG-DR)
Program

Reply Opening Date & Time: April 19, 2018 @ 3:00 PM EST