



**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

**DEPARTMENT OF ECONOMIC OPPORTUNITY
REQUEST FOR PROPOSAL**

Solicitation Acknowledgement Form

Page <u>1</u> of <u>55</u> pages	SUBMIT PROPOSAL TO: Department of Economic Opportunity (DEO) Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455
AGENCY RELEASE DATE: February 6, 2020	

SOLICITATION TITLE: State of Florida's HUD Consolidated Plan	SOLICITATION NO: 20-RFP-006-BM
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PROPOSALS WILL BE OPENED: **February 26, 2020 at 3:00 PM, Eastern Time**
 and may not be withdrawn within 180 days after such date and time.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal 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 <hr/> *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

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response: <http://dms.myflorida.com/content/download/2934/11780>

In the event of a conflict between the terms of the PUR 1001 and the terms of this solicitation, the terms of this solicitation 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 RFP, to the extent they are not otherwise modified herein. This document should not be returned with the Response: <http://dms.myflorida.com/content/download/2933/11777>

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

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- B.1 Solicitation Number** 20-RFP-006-BM
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Division of Community Development
- B.4 Issuing Office** Blake McGough/Vincent McKenzie
 GOC III/Purchasing Manager
 107 East Madison Street, B-047
 Tallahassee, Florida 32399
 (850) 245-7443/ 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 proposal.

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	2/6/2020
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	2/13/2020 at 3:00 PM
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	2/17/2020
4.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	2/26/2020 at 3:00 PM
5.	Anticipated Evaluation of Technical Proposals	3/3/2020
6.	Anticipated Posting of Notice of Intent to Award	3/16/2020

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Addenda or clarifications to this RFP 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.7 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on DEO's federally approved cost allocation plan.

B.8 Pre-Proposal Conference and/or Site Visit – THIS SECTION DOES NOT APPLY TO THIS RFP.

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

Any questions from Respondents concerning this RFP 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 emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (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 questions should be submitted in the format included in *Attachment J – 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 the Agency and shall not be relied upon by any Respondent.

B.10 Submission of Proposal (*This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses*)

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

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

It is recommended that all Proposals 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 Proposal is being hand delivered, please allow for sufficient time to gain access into the building.

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

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B.11 Withdrawal of Proposal

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

B.12 Proposal Opening *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

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

The names of all Respondents submitting proposals 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 proposal documents or the attendance to any related meeting or proposal opening.

Sealed proposals received by DEO in response 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 30 days after the proposal opening, whichever is earlier.

B.13 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Proposal to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely proposals that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the proposal are those set forth as mandatory, or without which an adequate analysis and comparison of proposals is impossible, or those which affect the competitiveness of proposals or the cost to DEO.

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MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its proposal 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.34 and B.36.1, one (1) original, signed and sealed Technical Proposal, four (4) paper copies of the signed original and one (1) electronic copy of the signed original Technical Proposal (on compact disc or USB flash drive), 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
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections. B.34 and B.36.2, one (1) original, signed and sealed Attachment B, Cost Proposal, four (4) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on compact disc or USB flash drive). **Attachment B must be submitted in a sealed package separate from the other attachments.**
- D. If a Respondent fails to submit all completed documentation with its proposal, 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 proposal 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.

Proposals 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.

B.14 Cost of Preparing Respondent’s Proposal

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

B.15 Disclosure and Ownership of Proposals by DEO

A Respondent’s proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent’s proposal, 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, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the proposal and contract.

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B.16 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any proposal 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 proposal, 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 proposal 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 proposal 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 records submitted in response 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 proposal, in hard copy and on a CD ROM, at the time of proposal 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 proposal 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 proposal does not contain any information which is exempted by law from public disclosure, please provide as part of the proposal, 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 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 proposal, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

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B.17 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting of Notice of Intended Award).*

The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Department of Management Services (DMS) 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 Purchasing Office, 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), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

B.18 Description of Work Being Procured: Consulting services for the State of Florida's Consolidated Plan to HUD's Office of Community Planning and Development and assessment of DEO's CDBG program.

DEO is requesting proposals from prospective contractors to provide consulting services to assist with the submission of the State of Florida's Consolidated Plan, Action Plan and Analysis of Impediments to Fair Housing Choice to the U.S. Department of Housing and Urban Development's Office of Community Planning and Development and an assessment of DEO's CDBG program. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.19 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.20 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of twelve (12) months. 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 one (1) year. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

B.21 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 doing so is believed to be advantageous to DEO and the State of Florida, considering price and other factors. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services.

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.

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

B.22 Proposal 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 highest ranked Respondent if an agreement is not executed within thirty (30) days after the announcement of an award and may proceed to award the contract to the second ranked Respondent.

B.23 Firm Proposal - (This section supersedes Section A, PUR 1001, Instruction #14, Firm Response).

Any submitted proposal shall remain firm and valid for one hundred eighty (180) days after the proposal submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any proposal within this time period except as described in paragraph B.11. Any proposal that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.24 Disclosure

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

B.25 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.26 Insurance

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

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During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

The Contractor selected under this RFP 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, Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this RFP 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.

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.

B.27 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, and registration may be completed, 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:

Code	Description
80101504	Strategic planning consultation services
80101604	Project administration or planning
80101505	Corporate objectives or policy development
93142001	Urban development planning services
80101506	Organizational structure consultation
80101702	Productivity or efficiency studies or implementation
80101509	Government affairs and community relations consultation service

A 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.

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B.28 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.29 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.30 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 should be included in the Respondent's proposal. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by DEO based on the terms described in Section C.8 of this RFP.

B.31 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 five (5) working 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.32 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 proposal 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

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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.33 Most Favored State Status – THIS SECTION DOES NOT APPLY TO THIS RFP.

B.34 Submittal Requirements

One original Technical Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually and one (1) electronic copies of the signed original Technical Proposal (on compact disc or USB flash drive). The original shall be labeled “Original Technical Proposal” and all copies shall be labeled “Technical Proposal Copy.” The original and copies may then be submitted together.

One (1) signed original Cost Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Proposal (on compact disc or USB flash drive). The original shall be labeled “Original Cost Proposal” and all copies shall be labeled “Cost Proposal Copy.” The original and copies may then be submitted together.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc or USB flash drive), signed copy of its original Technical Proposal or the one (1) electronic (i.e., on compact disc or USB flash drive), signed copy of its original Cost Proposal with its proposal package, 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 proposal has met all other requirements of the solicitation.

The Respondent’s Technical Proposal shall be packaged separately from its Cost Proposal or the proposal package will be rejected.

If Respondent considers any portion of its Technical Proposal or Cost Proposal to be confidential, the Respondent shall submit a compact disc or USB flash drive containing one (1) copy of the signed, original proposal with the confidential information redacted. This compact disc or USB flash drive shall be labeled “Redacted Copy.”

B.35 Elaborate Proposals

It is not necessary to prepare your proposal using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your proposal shall be prepared in accordance with the instructions herein.

B.36 Instructions for Preparation of the Proposal

The instructions for this solicitation have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize cost and response time.

B.36.1 Technical Proposal Format

The Technical Proposal package shall be prepared by each Respondent utilizing 8.5” x 11” paper.

Using the description of work outlined in Section B.18 above and Section C, Respondents shall prepare their Technical Proposal Package in the order outlined below, with the sections tabbed for ease of identification and review.

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

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

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

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgement Form" with its proposal 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 Acknowledgement Form with its proposal, 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 proposal has met all other requirements of the solicitation.

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

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

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

Contractor should explain its understanding of the Scope of Work and present an overview of its capabilities and the methods it proposes to use to accomplish the tasks in the Scope of Work and identify any significant difficulties it anticipates and provide its plan for resolution. Contractor should explain its understanding, background and knowledge of the programs and regulations required to conduct a Five-Year Consolidated Plan, First Year Action Plan and Analysis of Impediments to Fair Housing Choice. This should include an overview of what new items will need to be addressed by the State of Florida that were not required in the last plan that the State of Florida submitted. Contractor should also explain its understanding, background, and knowledge of the programs and regulations required to administer a state administered CDBG program and experience with CDBG program assessments.

- **Tab 2 – Contractor's Experience and Project Approach**

Contractor shall provide a management plan which describes the administration, management, key personnel, and responsible office.

- 1. Administration and Management (Company Profile)**

Contractor must include a description of the organizational structure and management style established and the methodology to be used to ensure reliable services, to maintain schedules as well as the means of coordination and communication between the organization and DEO. Information about the

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company's experience shall be submitted including company profile, experience, years in business, and references. The response should be written in non-technical language to summarize Contractor's overall capabilities and approaches for accomplishing the services specified herein. Contractor must provide detailed evidence that their organization and/or key personnel has previous experience providing services on projects of similar scope as specified in this RFP.

Contractor must provide the following:

- a. Provide a list of clients, public or private, for whom you have provided the services described in the Scope of Work during the last seven (7) years. Please also provide a short description of the work performed for each client.
- b. List the number of years your organization or key personnel has provided consulting services for developing a Five-Year Consolidated Plan and First Year Annual Action Plan and providing program assessments for CDBG or other federally funded programs and describe your organization's experience, if any, under a similarly structured agreement. Include within your description the name of the participating jurisdiction, or agency;
- c. Describe your organizational capacity to conduct a Five-Year Consolidated Plan and First Year Annual Action Plan and to provide an assessment of DEO's CDBG program;
- d. Identify contract services previously conducted on behalf of other states or entitlement communities utilizing the services included within this RFP. Include within your identification the name of the entity, dates of service and scope of services performed; describe your experience working, in any capacity, with federal and state program funds; and

2. Project Approach

Contractor should explain the approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished.

3. Identification of Key Personnel

Contractor must provide the names of key personnel on Contractor's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed.

4. Responsible Office

The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- **Tab 3 - Duty of Continuing Disclosure of Legal Proceedings**

- a. If applicable, Respondent must disclose, as part of its Proposal, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings ("Proceeding(s)") involving Respondent (and each subcontractor) in a written

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statement to DEO. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.

- b. 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.
- c. Respondent shall promptly notify DEO of any Proceeding relating to or affecting the Respondent or subcontractors' business. If the existence of such Proceeding causes DEO concern that Respondent or subcontractors' 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:
- d. Respondent will be able to perform this Contract in accordance with its terms and conditions, and
- e. 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 4 – Attachments**

Proposals to this RFP must include the following documents and certifications:

1. Reference Form (Attachment A)
2. State Project Plan (B.38), include 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. Certified Minority Business Enterprise (CMBE) Certification, if applicable. Attach a copy of your CMBE Certification, if certified with the Florida Department of Management Services.

B.36.2 Cost Proposal Submittal

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

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

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B.37 Past Performance References

In the spaces provided on Attachment A, the Respondent must list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed within the last seven (7) year(s). 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. Proposals that list DEO as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria.**

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 the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that Respondents submit a proposal as 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).

References should be available to be contacted during normal working hours. DEO will choose, at its own discretion, two (2) of the Respondent's references to contact in order to complete an evaluation of past performance reference questionnaire as provided in Attachment H. In the event that the Respondent has performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact one Department and one non-Department reference. In the event that the Respondent has not performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact two (2) non-Department references.

DEO will attempt to contact each selected reference by phone or email up to three (3) times. In the event that the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation. DEO **will not** attempt to correct incorrectly supplied information and **will not** select a replacement for a non-responding reference.

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.38 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 prospective respondents to address each objective. Objectives not addressed in the selected Respondent's proposal 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.**

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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 proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal 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.
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 proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company 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 proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company intends to subcontract.

B.39 RFP Process

The RFP process is conducted in two sequential phases: first, the Proposal Preparation Phase, and second the Evaluation Phase.

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1. In the Proposal Preparation Phase, the Respondents will prepare and submit a proposal to the Procurement Officer based on the requirements identified in Section C of this RFP and any addenda to the RFP.
2. In the Evaluation Phase, an evaluation team will evaluate and score the proposals according to the evaluation criteria contained in the RFP and DEO will then post DEO's decision, as set out in Section B.6.

B.40 Evaluation Criteria

1. General

- a. DEO reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted.
- b. Non-responsive proposals 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.
- 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 Scoring

Each proposal will be reviewed by at least three (3) evaluators who will independently score the proposal based on the criteria contained in Attachment I. The Issuing Office identified in Section B.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will attempt to contact references to obtain the past performance reviews. The scores for the past performance reviews, cost, and the evaluators score sheets will be tabulated for inclusion on the summary score sheets for calculation of the total numerical rating. The Purchasing Office will average the total point scores to convert to average rank, for each proposal for all evaluators. The Purchasing Office shall present the average rankings to the program area and Agency Head, or his or her designee, who will then determine the recommended contract award or the short list of Respondents to participate in oral discussions.

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 Vendor Bid System. In the event DEO exercises the right

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to hold oral discussions, the scores given for each evaluation criterion will be added to the score given for that same criterion initially.

For example:

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

*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 proposals or waive any minor irregularity or technicality in proposals received.

B.41 Award

Upon completion of the evaluations, the Contract, if awarded, shall be awarded to the responsible and responsive Respondent(s) whose proposal is determined to be the most advantageous to DEO. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents. DEO reserves the right to award for all or some of the deliverables identified in the Scope of Work if it is determined to be most advantageous to the State of Florida.

A printed copy of the score tabulation(s) and DEO's intended award decision will be posted for 72 hours in the Purchasing Office, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the 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 written request to the Purchasing Office. 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.

B.42 Identical Tie Proposals

If proposals which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- (1) Proposals that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.;
- (2) In accordance with Section 287.057(11), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise";
- (3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and

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(4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

B.43 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All proposals 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 Proposals (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent's Proposal.

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 proposal. In submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions found in this solicitation, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

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

B.44 Trade Names - THIS SECTION DOES NOT APPLY TO THIS RFP.

B.45 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 enough time to obtain a visitor's pass if hand delivering your proposal to the Purchasing Office. The official date and time of receipt is the date and time the proposal is stamped as received by the Purchasing Office.

B.46 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 the requirements of section 112.3185, F.S.

B.47 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.

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B.48 Accessible Electronic Information Technology

Respondents submitting proposals 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.49 Division of State Technology (DST) - THIS SECTION DOES NOT APPLY TO THIS RFP.

B.50 Definitions *(please add any applicable definitions in alphabetical order pertaining to this ITN that are not listed below)*

- CDBG: Community Development Block Grant
- 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.
- 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, executed by both the Contractor and DEO.
- Contract Manager: The person designated by DEO who is charged with monitoring a contract through the term of the contract 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 contained in 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 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

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- Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- HUD CPD: U.S. Department of Housing and Urban Development, Office of Community Planning and Development
 - Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
 - Premises: The entire Department of Economic Opportunity property identified by DEO's Building Manager (or his/her designee) and any other 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.
 - Proposal: The offer extended to DEO in response to a Request for Proposal.
 - Respondent: The person or entity submitting a proposal in response to a Request for Proposal.
 - Responsive Bid: A bid 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 or another's entire contract, upon Department 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.

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B.51 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

The Florida Department of Economic Opportunity (DEO) is seeking a qualified consultant to develop and prepare the elements of a Five-Year Consolidated Plan for HUD Program years 2020–2024 and to conduct an assessment of DEO’s Community Block Grant (CDBG) program. The Five-Year Consolidated Plan for HUD Program years 2020-2024 shall include the requirement of completing an Analysis of Impediments to Fair Housing Choice and a First-Year Annual Action Plan. The time period for the Five-Year Plan is July 1, 2020 – June 30, 2024. DEO is requesting proposals from qualified firms and individuals with proven experience in developing Consolidated Plans or similar planning documents that are in compliance with HUD requirements. Consultant shall be qualified with expertise and an understanding of the development of the U.S. Department of Housing and Urban Development’s (HUD) Consolidated Plan. Consultant shall also be qualified with expertise and an understanding of best practices on how to improve a state CDBG program’s expenditure rate. The consultant shall assess DEO’s CDBG program and provide recommendations for improving the program’s expenditure rate, including recommendations on efficiencies in policies, procedures, and processes.

C.2. Background/Overview

DEO submitted a Five-Year Consolidated Plan to HUD that covered (2015-2019). The next (2020-2024) Five-Year Consolidated Plan must be ready to submit to HUD into the Integrated Disbursement and Information System (IDIS) by May 14, 2020. DEO receives an annual allocation of funds from HUD. In accordance with 24 CFR Part 91, HUD requires each jurisdiction to submit a Consolidated Plan every three to five years. The Consolidated Plan is designed to help assess: fair and affordable housing, community development needs, underlying market conditions to make data-driven and placed-based investment decisions. The consolidated planning process serves as the framework for community-wide dialogue to identify housing and community development priorities that align and target funding from the Community Development Block Grant (CDBG) Program, the Community Development Block Grant Disaster Recovery (CDBG-DR) Program, the HOME Investment Partnerships (HOME) Program, Housing Trust Fund (HTF) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program.

The Consultant must follow the most current requirements when conducting the activities and drafting:

- The HUD eCon Planning Suite, Consolidated Plan in IDIS Desk Guide – HUD Exchange (provides information and templates that shall be utilized to input data into the Integrated Disbursement and Information System (IDIS) for the Five-Year Consolidated Plan and First-Year Annual Action Plan. Information on the eCon Planning Suite is located on the HUD Exchange website at <https://www.hudexchange.info/consolidated-plan/econ-planning-suite/>).
- Citizen Participation and Consultation Toolkit <https://www.hudexchange.info/consolidated-plan/econ-planning-suite-citizen-participation-and-consultation-toolkit/>

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. DEO is required on behalf of Florida agencies that administer HUD programs to report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

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As part of the Consolidated Plan, DEO must certify it will affirmatively further fair housing, which means conducting an Analysis of Impediments to Fair Housing Choice (AI), taking appropriate actions to overcome the effects of any impediments identified through analysis, and record keeping of actions. Specifically, the AI is an integral part of the fair housing planning process, which will help DEO analyze challenges to fair housing choice.

Additionally, as part of the Consolidated Plan, the contractor shall submit an “Affirmatively Furthering Fair Housing” (AFFH) certification, as proof of completion of the Fair Housing Planning (FHP) certification and that it was completed through one of the following: 1. The completion of an Analysis of Impediments; 2. Actions to eliminate any identified impediments; and 3. Maintenance of AFFH records. See 24 CFR 570.303(d).

Required Consolidated Plan Components:

- 1. Coordinating and Managing the Process:** The consolidated plan submission process envisions that housing and community development planning and programming will be accomplished through a unified and comprehensive framework that encourages opportunities for collaboration and collective problem-solving.
- 2. Citizen Participation and Consultation:** In preparing the Consolidated Plan, DEO expects meaningful involvement of citizens, community-based organizations, businesses, elected officials, housing and services providers in the planning process. Efforts must be undertaken by the Contractor to encourage the participation of low- to moderate income persons; residents in slum and blighted areas; minorities and non-English speaking persons; public housing residents; persons with disabilities; any local, regional and statewide institutions, businesses, developers, nonprofit organizations, philanthropic organizations, and community and faith-based organizations that are involved in or affected by any of the programs or activities in the Consolidated Plan. Consultant shall conduct outreach activities outlined in this Scope of Work, and shall comply with the requirements of 24 CFR 91.115; 24 CFR 91.300; and 24 CFR 91.110 and the eCon Planning Suite.
- 3. Housing, Homeless, and Community Development Needs Assessment:** Consultant shall utilize the information obtained in the public participation and consultation process, the information available through the eCon Planning Suite, and any necessary supplemental information to determine the need for affordable housing, special needs housing, community development needs, and shelter for the homeless. Consultant shall prepare a Needs Assessment that is in compliance with 24 CFR 91.305 and the eCon Planning Suite.
- 4. Housing Market Analysis:** Consultant shall prepare a Housing Market Analysis that is in compliance with 24 CFR 91.310 and the eCon Planning Suite. The Housing Market Analysis provides an understanding of the conditions in which the state agencies that administer HUD’s programs must administer its programs based on the availability and the number, condition, and cost of housing; barriers to affordable housing; number and type of homeless facilities; special needs facilities; and low- to moderate-income housing units with lead-based paint hazards.
- 5. 5-Year Consolidated Plan and First-Year Action Plan:** Consultant shall prepare the 5-Year Annual Action Plan, First-Year Action Plan and a Monitoring Plan that is in compliance with 24 CFR 91.315, 91.320, and 91.330 and the eCon Planning Suite. The 5-Year Consolidated Plan identifies the priority needs of the state, considering the influence of the market conditions on decisions regarding the use of funds on housing needs and the use of anticipated resources that will be

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available to address priority needs. The 5-Year Consolidated Plan describes the strategies (goals and objectives) that will be undertaken to address priority needs. The objectives must identify proposed accomplishments and outcomes in quantitative terms. A summary of the method of distributing CDBG funds and the funding criteria must be included. The 5-Year Consolidated Plan shall also address increasing resilience to natural hazards and broadband access.

- a) The First-Year Action Plan describes the actions, activities, and programs that shall be implemented in the first program year of the Consolidated Plan.
- b) The Monitoring Plan describes the standards and procedures the state agencies that administer HUD's programs shall use to monitor the housing and community development projects to ensure HUD compliance.

6. **Certifications:** The Consultant shall review and prepare certifications as required by 24 CFR 91.325. These include certifications for Affirmatively Furthering Fair Housing, as well as certifications specific to CDBG, ESG, HOME, and HOPWA.

Below is a list of Florida's agencies that must be included in the 5-Year Consolidated Plan process and a description of the programs they administer:

Florida Department of Economic Opportunity (DEO)

- DEO is the lead agency for the HUD Consolidated Plan. DEO's Small Cities CDBG program is composed of four major components: Commercial Revitalization, Economic Development, Housing Rehabilitation and Neighborhood Revitalization. CDBG projects are funded under the low- and moderate-income (LMI) national objective. This ensures that the needs of LMI persons are the primary focus of Florida Small Cities CDBG-funded projects. The CDBG Program does not fund affordable housing projects but does provide grants for housing rehabilitation projects. Funded projects allow homeowners to remain in their homes and maintain the affordability of their homes.
- The state's goals and objectives are guided by three outcomes required by HUD: expanding economic opportunities (job creation), providing decent affordable housing and creating suitable and accessible living environments. CDBG funding priorities are based on unmet needs expressed by eligible communities in the Priority Community Needs Survey that was completed in conjunction with the development of the 2015-2019 Consolidated Plan.
- DEO's Office of Disaster Recovery supports communities following disasters by addressing long-term recovery needs for housing, infrastructure, and economic development. DEO administers the Community Development Block Grant-Disaster Recovery funds.

Florida Department of Children and Families (DCF)

- DCF administers the ESG program. The ESG program provides funding to sub-grantees for activities such as the operation of emergency shelters, street outreach, homeless prevention and rapid re-housing for homeless persons throughout Florida. Each funded activity has eligible activities that can be implemented utilizing ESG funding to achieve annual goals and objectives.

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Florida Department of Health (DOH)

- DOH administers the HOPWA program. The state HOPWA program goals are to prevent the condition of homelessness from occurring to individuals or families with HIV disease; or if already homeless, to transition the individuals or families back into stable housing as soon as possible as well as to create a strategy for long-term housing stability for persons living with HIV/AIDS. FDOH contracts with local organizations and county health departments to provide HOPWA services in 11 Ryan White HIV/AIDS Program Part B consortium geographical areas throughout Florida. These areas receive state HOPWA Program funds at the local level for services in 51 of 67 counties. There are approximately 25,843 persons living with HIV/AIDS in the state HOPWA Program's jurisdiction. The remaining 17 counties not included in the state HOPWA Program service area qualify as eligible metropolitan statistical areas (EMSAs) and receive funding directly from HUD. There are currently twelve (12) federally established EMSA jurisdictions in Florida; however, six EMSAs re-designated their funds to the state HOPWA Program to be administered by the FDOH.

Florida Housing Finance Corporation (FHFC)

The HOME program is designed to create affordable housing for low-income households and is administered by the FHFC through three programs: a rental development program, a Tenant Based Rental Assistance program (TBRA) and a down payment assistance program.

Assessment of DEO's Small Cities CDBG Program

Consultant shall assist DEO by performing an assessment of DEO's Small Cities CDBG Program's policies, procedures, and processes. Consultant shall develop and provide advisement of an Implementation Plan which provides a clear and a well-defined roadmap on implementing the Consultant's recommendations.

The recommendations shall include the following best practices for improvements to the CDBG program's:

- Expenditure rate
- Training and technical assistance to communities and staff
- Service to communities
- Environmental review and grant management processes
- Processes, policies, statutes, rules, and procedures

C.3. CONSULTANT'S RESPONSIBILITIES: Consultant shall provide the following:

C.3.A. Planning

1. Develop a detailed timeline of project work plan and methodology of tasks and deliverables, which must meet the guidelines for completion as indicated and with HUD requirements within fifteen (15) calendar days of the executed contract. The Project Plan and Methodology of tasks and deliverables must be based on the successful submission of the Consolidated Plan and Action Plan to HUD by May 14, 2020 as well as the completion of an assessment of DEO's CDBG program. The detailed Project Plan and Methodology of tasks and deliverables shall

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be reviewed and upon DEO's approval, will be incorporated by reference to determine due dates of deliverables. Any changes to the project plan and methodology must be submitted in writing and approved by DEO in advance of the due date.

C.3.B. Outreach

1. Conduct outreach activities and coordinate with partner agencies in planning for the Consolidated Plan.
2. Assess the existing community needs as necessary to develop new strategies, goals, and priorities.
3. Develop new strategies, goals, priorities, and programs for inclusion in the Consolidated Plan and Action Plan.
4. Develop and incorporate a performance measure component as required by HUD regulations.
5. Conduct a minimum of five (5) needs assessment forums within the communities throughout the State of Florida. Prepare presentation materials for needs assessment forums. Compile forum/survey and any online results from participating meetings.
6. Conduct at least five (5) public hearings, with the possibility of additional public hearings and study sessions conducted with DEO, DOH, DCF, FHFC and other stakeholders as needed.

C.3.C. Develop a Consolidated Plan and First-Year Action Plan

1. Consultant must develop a Five-Year Consolidated Plan to include an updated Citizen Participation Plan for July 1, 2020 – June 30, 2024 (Program Years 2020 – 2024) and the required Annual Action Plan for Program Year 2020 in accordance with HUD requirements. Prepare a Consolidated Plan in accordance with Chapter 24 of the Code of Federal Regulations (CFR) Part 91.
2. Conduct statewide relevant consultations/surveys with private agencies, public agencies, government agencies and community groups as required. Perform data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
3. Assist DEO with the review of the current Citizen Participation Plan to determine if any changes are needed in order to meet HUD's current requirements.
4. Prepare an Executive Summary for the Consolidated Plan and Annual Action Plan.
5. Develop and incorporate a performance measure component as required by HUD regulations.
6. Draft public hearing notices and other public notices, as applicable.
7. Attend meetings/public hearings, in addition to preparing presentations and materials for such meetings, as directed.
8. Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan and Annual Action Plan.

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9. Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to update the Citizen Participation Plan.
10. Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop a designated NRSA Plan.
11. Submit a final Five-Year Consolidated Plan and First-Year Action Plan. A hard copy must be submitted, and contractor will access and input information into HUD's eCon Planning Suite of the Consolidated Plan and First-Year Annual Action Plan through IDIS at DEO's direction and review. The project manager will review for approval before electronic submission. Additionally, a digital format of all supporting materials, including meeting notes and minutes and interview transcripts must be submitted.

C.3.D. Conduct an Analysis of Impediments to Affirmatively Further Fair Housing (AFFH)

1. Conduct an Analysis of Impediments to Affirmatively Further Fair Housing (AFFH), taking appropriate actions to overcome the effects of any impediments identified through analysis and record keeping of actions. Specifically, the AI is an integral part of the fair housing planning process that will help DEO analyze challenges to fair housing choice. Consultant shall provide a draft copy of the AFFH for review and obtain DEO's approval prior to completing a final draft. A final draft copy of the AFFH shall be submitted for review and approval to DEO. Consultant shall submit a hard copy and electronic version of the AFFH to HUD for approval. If HUD does not grant FINAL approval of the AFFH, the consultant must bring the document to an acceptable level within HUD's designated timeframe.
2. Additionally, as part of the Consolidated Plan, contractor shall develop an "Affirmatively Furthering Fair Housing" (AFFH) certification, as proof of completion of the certification and that it was completed through one of the following : 1. The completion of an AI; 2. Actions to eliminate any identified impediments; and 3. Maintenance of AFFH records. The contractor shall follow 24 CFR 570.303(d).
3. Provide a resource binder to include, at a minimum, a list of data sources, copies of data collected, consultations, records, and other supporting documentation used to conduct the analysis of impediments.
4. Conduct required public hearings to meet the citizen participation requirements.
5. Draft public hearing notices and other public notices, as applicable.
6. Attend meetings/public hearings, in addition to preparing presentations and materials for such meetings, as directed.

C.3.E. Conduct an Assessment of DEO's Small Cities CDBG Program

1. Consultant shall schedule and conduct at minimum one "entrance conference" with key DEO leadership members to provide an overview of Consultant's approach and timeline to fulfill requirements of the project.
2. Assess DEO's Small Cities CDBG program to identify policy, statutory, rule, process changes required by the CDBG program to result with the greatest effectiveness and efficiency as possible.
3. Identify process, policy, statutory, rule issues or other changes which could impact/improve the CDBG program's expenditure rate, training and technical assistance to communities and staff, and service to communities.
4. Recommend strategies that will promote collaboration, coordination and resource utilization within the program and with communities that promote and support transparency and accountability.
5. Review the environmental review and grant management process and provide recommendations to improve efficiencies and to establish best practices.
6. Identify and make recommendations for improving performance by comparing DEO's current CDBG program structure to other states, identify national best practices and opportunities for improvements, including specific recommendations related to improving the program's expenditure rate.
7. Interview staff and stakeholders and review current policies, processes, statutes and rules and make recommendations to improve efficiencies and establish best practices.
8. Schedule and conduct at minimum one "exit conference" with key DEO leadership members to provide high-level results of findings, observations, recommendations, answer questions, receive feedback and recommendations prior to producing the final implementation plan.
9. Develop and provide an Assessment and Implementation Plan Report which provides a clear, well-defined roadmap on DEO's implementation of the Consultant's recommendations. The recommendations shall include best practices on how DEO can improve the CDBG program's expenditure rate, training and technical assistance to communities and staff, service to communities, environmental review and grant management process, program processes, policies, statutes, rules and procedures.

C.3.F. Additional Responsibilities:

1. Consultant is responsible for understanding and applying the federal regulations, notices, and rules required to complete the HUD Consolidated Plan, Action Plan and Analysis of Impediments. The Contractor will assist the lead (DEO) and responsible agencies (DCF, DOH, and FHFC) in satisfying all aspects of the State Consolidated Plan Checklist, January 2018, incorporated by reference as Exhibit A.
2. If at any time during the development, HUD implements a revised Consolidated Plan rule, the Consultant shall incorporate the new rule using data provided by HUD. Furthermore, if HUD does

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not grant FINAL approval of the Consolidated Plan, Annual Action Plan, Citizen Participation Plan and the NRSA Plan, the Consultant shall bring the document to an acceptable level within the HUD designated timeframe;

3. Submit reports by the 15th of every month for the term of the contract which provides information on the status of tasks in accordance with the Consultant's work plan and include any impediments to task completion during the reporting period. Reports may be submitted by email to the project manager and contract manager.
4. Submit draft documents for DEO's input, make revisions and incorporate comments from DEO prior to submitting final document.
5. The Consultant shall provide and assist with the oversight, monitoring and evaluation on behalf of DEO and other state and federal agencies providing cooperation, assistance, and full access to records for a period of at least six (6) years following completion of the Consolidated Plan.
6. The Consultant shall provide DEO access to materials, including research documentation and methodology used to develop the Consolidated Plan for a period of six (6) years in compliance with HUD record keeping requirements.
7. Consultant shall ensure office staff is available from 8:00 am to 5:00 p.m., Monday through Friday, not including any federally recognized holidays. During the hours of operation, Consultant shall have at least one staff present and available to accept calls and respond to DEO questions.

C.4. DEO Responsibilities:

DEO shall:

1. Assign a Contract Manager to manage the Contract.
2. Ensure the DEO Contract Manager provides information to the Contractor as required.
3. Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's Office, and other entities as required.
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. Expeditiously respond to inquiries or requests from Contractor.
10. Provide meeting sites when necessary.

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

Contractor agrees to perform the following:

Deliverable No. 1 – Planning		
Tasks	Performance Measures	Financial Consequences
Consultant shall provide a detailed timeline of project work plan and methodology of deliverables/tasks, as specified in Section C.3.A of this Scope of Work.	Consultant shall provide a copy of the detailed timeline of project work plan and methodology of deliverables/tasks within fifteen (15) days of the execution of contract.	Failure to submit proof of the Project Work Plan and Methodology of tasks and deliverables fifteen (15) calendar days of the execution of the contract will result in a 5% reduction of the total deliverable amount for each business week beyond the due date.
Deliverable 1 - \$Cost		
Deliverable No. 2 – Outreach		
Tasks	Performance Measures	Financial Consequences
Consultant shall conduct outreach activities, as specified in Section C.3.B. of this Scope of Work.	<p>Consultant shall conduct a minimum of five (5) outreach activities, as specified in Section C.3.B., as evidenced by submission of the following:</p> <ol style="list-style-type: none"> 1) Copies of all documentation to support a minimum of five (5) needs assessment forums were conducted within communities throughout the State of Florida. 2) Summary of outreach activities with date and location. 3) Copies of materials used for outreach activities, any literature. 4) Copies of public hearings announcements. <p>All documentation shall include: site visits, location of meetings, attendees printed name and signature, a brief summary of meeting minutes, and copies of presentation materials, as applicable.</p>	Failure to complete the deliverable in full within the date specified in the Project Work Plan and Methodology of Tasks and Deliverables approved by DEO will result in a 5% reduction of the total deliverable amount for each business week beyond the due date.

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Deliverable 2 - \$Cost		
Deliverable No. 3 – Develop a Consolidated Plan and First-Year Action Plan		
Tasks	Performance Measures	Financial Consequences
<p>Consultant shall develop a Consolidated Plan and First-Year Action Plan and the required deliverables/tasks, as specified in Section C.3.C. of this Scope of Work.</p>	<p>Consultant shall develop the Consolidated Plan and Annual Action Plan, as specified in Section C.3.C., as evidence by submission of the following:</p> <ol style="list-style-type: none"> 1) A resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to update the Citizen Participation Plan. 2) A resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop a designated NRSA Plan. 3) All other supporting documentation used to develop the Consolidated and First-Year Action Plans. 4) Submit a draft copy of the Five-Year Consolidated Plan and First-Year Action Plan to DEO for review and approval. 5) Submit a final copy of the Five-Year Consolidated Plan and First-Year Action Plan to DEO for review and approval. <p>A hard copy and electronic version must be submitted and approved by HUD.</p> <p>If HUD does not grant FINAL approval of the Consolidated Plan, Annual Action Plan, Citizen Participation Plan and the NRSA Plan, the consultant must bring the document to an acceptable level within the HUD-designated timeframe.</p>	<p>Failure to complete the deliverable in full within the date specified in the Project Work Plan and Methodology of Tasks and Deliverables approved by DEO will result in a 5% reduction of the total deliverable amount for each business week beyond the due date.</p>
Deliverable 3 - \$Cost		

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Deliverable No. 4 – Conduct an Analysis of Impediments to Affirmatively Further Fair Housing (AFFH)		
Tasks	Performance Measures	Financial Consequences
<p>Consultant shall conduct an analysis of impediments to AFFH and the required deliverables/tasks, as specified in Section C.3.D. of this Scope of Work.</p>	<p>Consultant shall conduct an Analysis of Impediments and develop an AFFH certification due on the date specified in the DEO approved Project Work Plan and Methodology of Tasks and Deliverables, as specified in Section C.3.D., as evidenced by submission of the following:</p> <ol style="list-style-type: none"> 1) A list of any site visits. 2) Location and date of meetings. 3) Sign-in sheets of attendees, including printed name and signature. 4) Brief summary of the meeting minutes. 5) Copies of presentation materials, as applicable. 6) Submit a draft Analysis of Impediments to DEO for review and approval. 7) Submit final copy Analysis of Impediments to DEO for review and approval. <p>A hard copy and electronic version must be submitted and approved by HUD.</p> <p>If HUD does not grant FINAL approval of the Analysis of Impediments, the consultant must bring the document to an acceptable level within the HUD-designated timeframe.</p>	<p>Failure to complete the deliverable in full within the date specified in the Project Work Plan and Methodology of Tasks and Deliverables approved by DEO will result in a 5% reduction of the total deliverable amount for each business week beyond the due date.</p>
Deliverable 4 - \$Cost		

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Deliverable No. 5 – Conduct an Assessment of DEO’s Small Cities CDBG Program		
Tasks	Performance Measures	Financial Consequences
<p>Consultant shall conduct an assessment of DEO’s Small Cities CDBG Program and the required deliverables/tasks, as specified in Section C.3.E. of this Scope of Work.</p>	<p>Consultant shall conduct an assessment of DEO’s Small Cities CDBG Program due on the date specified in the DEO approved Project Work Plan and Methodology of Tasks and Deliverables, as specified in Section C.3.E., as evidenced by submission of the following:</p> <ol style="list-style-type: none"> 1) A written report of the Assessment and Implementation Plan that provides a clear, well-defined roadmap on DEO’s implementation of the Consultant’s recommendations. 2) A list of meetings and interviews, including locations and dates. 3) Brief summary of the meeting minutes and interviews. 4) Copies of presentation materials, as applicable. 	<p>Failure to complete the deliverable in full within the date specified in the Project Work Plan and Methodology of Tasks and Deliverables approved by DEO will result in a 5% reduction of the total deliverable amount for each business week beyond the due date.</p>
		Deliverable 5 - \$Cost

C.6 Staffing Levels

Consultant shall have a minimum of one Project Manager to provide the required services throughout the Contract. The skill level of the staff provided by the Consultant must be consistent with the Consultant’s proposed solution and services. Consultant shall provide to DEO all documentation pertaining to Consultant’s qualified staff who will provide services throughout the contract, including staff resumes. Qualified staff assigned to the project must reflect experience with projects of similar size and complexity. DEO reserves the right to reject any proposed team member throughout the duration of the Contract.

- a. Consultant shall provide a minimum of one office staff to meet with DEO staff for regularly scheduled briefings, at a minimum of once per week.
- b. Consultant shall provide office staff during regular business hours Monday through Friday to respond to staff questions, with the exception of in-house training days.

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- c. Consultant shall provide office staff who are trained and competent in website design and development.

C.7 Professional Qualifications

Respondent's professional staff members must have the requisite experience, skills, knowledge and experience to conduct a Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice and to follow and apply the associated HUD and other federal regulations necessary to conduct an assessment of DEO's CDBG program.

C.8 Staffing Changes

The successful Consultant shall staff the project with key personnel identified in the Consultant's proposal, which are considered by DEO to be essential to these services outlined herein. Contractor shall notify DEO regarding any key personnel staff changes as soon as possible, but no less than (5) 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.9 Background Screening

Consultant shall be responsible for obtaining and providing Level One (1), or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to DEO Contract Manager upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx> Written FDLE background checks must be submitted and approved prior to staffing changes.

C.10 Service Times

The service times are Monday through Friday 8:00am-5:00pm, excluding federally recognized holidays.

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 this RFP, any addenda, response, and the DEO Vendor Core Contract.

C.12 Contract Extension

Extension of a contract for contractual services must be in writing for a period not to exceed six (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.

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C.13 Method of Payment/Invoice

Payment shall be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.

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.

Consultant 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 listed herein with questions.

Consultant shall provide complete pricing information, as detailed above, 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.

Consultant shall submit with the invoice all documentation to support any reimbursements to DEO for review.

C.14 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 Sections C.3., Consultant's Responsibilities, and C.5. Deliverables, Tasks, Performance Measures and Financial Consequences, of this Scope of Work shall result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Consultant then fails to comply with the approved corrective action plan, Consultant(s) may be assessed Financial Consequences as specified in Section C.5.

If Consultant has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, then DEO, in DEO's sole and absolute discretion, may grant a one-time waiver when Consultant complies with the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

C.15 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, Consultant 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.15) prior to termination.

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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.16 Notification of Instances of Fraud

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

C.17 Confidentiality and Safeguarding Information

Consultant may have access to confidential information during the course of performing the services described in this RFP. The Consultant must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Consultant personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this RFP. The Consultant'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), Florida Statutes, and 20 C.F.R. part 603 and all Consultant employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

C.18 Change of Ownership

If a change of ownership of the company is anticipated during the twelve (12) months following the RFP Technical Proposal due date, the Consultant must describe the circumstances of such change and indicate when the change is likely to occur.

C.19 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. Consultant agrees that any contribution by the Consultant or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Consultant 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, Consultant 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.20 Errors and Omissions Insurance – THIS SECTION DOES NOT APPLY TO THIS RFP.

C.21 Performance Bond – THIS SECTION DOES NOT APPLY TO THIS RFP.

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SECTION D
DEPARTMENT 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 20-RFP-006-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.

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed within the last seven (7) year(s). 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:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

*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 B
COST PROPOSAL**

The Respondent shall complete the Cost Reply (Attachment B) using the format provided below, review for accuracy, and sign by an authorized representative. This individual must have the authority to bind Respondent. The Grand Total Cost of this Cost Proposal, which includes Option One (1) and Option Two (2), will be utilized for cost scoring according to the formula listed on Attachment I, Evaluation Criteria. DEO reserves the right to award for all or some of the deliverables identified in the Scope of Work if it is determined to be most advantageous to the State of Florida. DEO anticipates that the total budget of the contract will not exceed \$150,000.

Cost Proposal – Option One (1)	
Deliverable	Total Cost
Deliverable 1: (Planning)	\$
Deliverable 2: (Outreach)	
Deliverable 3: (Develop a Consolidated Plan and First Year Action Plan)	\$
Deliverable 4: (Conduct an Analysis of Impediments to Affirmatively Further Fair Housing (AFFH))	\$
Total Cost: (Deliverables 1 – 4)	\$

Cost Proposal– Option Two (2)	
Deliverable	Total Cost
Deliverable 1: (Planning)	\$
Deliverable 2: (Outreach)	
Deliverable 3: (Develop a Consolidated Plan and First Year Action Plan)	\$
Deliverable 4: (Conduct an Analysis of Impediments to Affirmatively Further Fair Housing (AFFH))	\$
Deliverable 5: (Conduct an Assessment of DEO’s Small Cities CDBG Program)	\$
Total Cost: (Deliverables 1 – 5)	\$

GRAND TOTAL COST: \$ _____
(Option 1 Plus Option 2)

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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 C
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals 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.
- 5) For any employee who is so convicted, impose a sanction on the employee or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program 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. Respondents must disclose with their proposals 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 state officers or employees who own, directly or indirectly, more than a 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.

Respondent Name: _____

Date: _____

***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. Subcontractor's 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 agency.

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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.**

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 Representatives Signature**

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

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

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**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their proposal 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 provide consulting services to assist with a state or local government’s submission of a Consolidated Plan, Action Plan and/or Analysis of Impediments to Fair Housing Choice to the U.S. Department of Housing and Urban Development’s Office of Community Planning and Development for a minimum of one (1) year as required by this specification and is qualified to provide the services for which he/she 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 I
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Contractor’s Understanding of the Project	35
<p>Contractor should explain its understanding of the Scope of Work and present an overview of its capabilities and the methods it proposes to use to accomplish the tasks in the Scope of Work and identify any significant difficulties it anticipates and provide its plan for resolution. Contractor should explain its understanding, background and knowledge of the programs and regulations required to conduct a Five-Year Consolidated Plan, First Year Action Plan and Analysis of Impediments to Fair Housing Choice. This should include an overview of what new items will need to be addressed by the State of Florida that were not required in the last plan that the State of Florida submitted. Contractor should also explain its understanding, background, and knowledge of the programs and regulations required to administer a state administered CDBG program and experience with CDBG program assessments.</p>	
B. Contractor’s Experience and Project Approach	40
1. Administration and Management	10
<p>Contractor must include a description of the organizational structure and management style established and the methodology to be used to ensure reliable services, to maintain schedules as well as the means of coordination and communication between the organization and DEO. Information about the company’s experience shall be submitted including company profile, experience, years in business, and references. The response should be written in non-technical language to summarize Contractor’s overall capabilities and approaches for accomplishing the services specified herein. Contractor must provide detailed evidence that their organization and/or key personnel has previous experience providing services on projects of similar scope as specified in this RFP.</p> <p>Contractor must provide the following:</p> <ol style="list-style-type: none"> a. Provide a list of clients, public or private, for whom you have provided the services described in the Scope of Work during the last seven (7) years. Please also provide a short description of the work performed for each client. b. List the number of years your organization or key personnel has provided consulting services for developing a Five-Year Consolidated Plan and First Year Annual Action Plan and providing program assessments for CDBG or other federally funded programs and describe your organization’s experience, if any, under a similarly structured agreement. Include within your description the name of the participating jurisdiction, or agency; c. Describe your organizational capacity to conduct a Five-Year Consolidated Plan and First Year Annual Action Plan and to provide an assessment of DEO’s CDBG program; d. Identify contract services previously conducted on behalf of other states or entitlement communities utilizing the services included within this RFP. Include within your 	

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identification the name of the entity, dates of service and scope of services performed; describe your experience working, in any capacity, with federal and state program funds; and	
2. Project Approach	15
Contractor should explain the approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished.	
3. Identification of Key Personnel	10
Contractor must provide the names of key personnel on Contractor's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed.	
4. Responsible Office	5
The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.	
C. Past Performance References	10
D. Cost Proposal	15
E. Total Possible Points for the Response Submittal	100 Points

NOTE: The maximum available points (15 points in total) for the Cost Proposal Submittal will be awarded to the Respondent with the lowest responsive Cost Proposal. The remaining proposals 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 Cost Proposal

B = Actual responsive Cost Proposal 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 Proposal (= 15 points)

P = Points Awarded to each of the other Respondents

**ATTACHMENT J
TECHNICAL QUESTIONS SUBMITTAL FORM**

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

Respondent's Name: _____

Respondent Question Number*	RFP 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**

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**ATTACHMENT K
PROPOSAL PACKAGE CHECKLIST**

To ensure that your proposal 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 proposal, 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 proposal has met all other requirements of the solicitation.

Check off each of the following:

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

In the event that Respondents submit a proposal 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 proposal.

___ 3. The Cost Proposal (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the proposal. 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 proposal, if applicable.

___ 5. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

___ 6. The Respondent's proposal 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.

___ 7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

___ 8. The www.myflorida.com website has been checked and any Addendums posted have been reviewed.

___ 9. The original proposal must be received, at the location specified, prior to the Proposal Opening Date and Time designated in the Request for Proposal Document.

___ 10. The Respondent shall submit one (1) signed original Technical Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc or USB flash drive). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

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- ___ 11. The Respondent shall submit one (1) signed original Cost Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on compact disc or USB flash drive). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.
- ___ 12. If Respondent considers any portion of its proposal to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the proposal titled "Redacted Copy" on compact disc or USB flash drive.
- ___ 13. On the lower left hand corner of the envelope transmitting your original proposal, write in the following information:

Solicitation Number: **20-RFP-006-BM**

Title: **State of Florida's HUD Consolidated Plan**

Proposal Opening Date & Time: **February 26, 2020 at 3:00 PM EST**

**EXHIBIT A
CONSOLIDATED PLAN CHECKLIST**

This Exhibit A is attached by separate document and incorporated by reference within this solicitation.

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