



FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

Solicitation Acknowledgement Form

Page <u>1</u> of <u>40</u> pages	SUBMIT PROPOSAL TO: Department of Economic Opportunity (DEO) Office of Property and Procurement 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455
AGENCY RELEASE DATE: September 25, 2017	

SOLICITATION TITLE: Stand-Up to the Florida Community Development Block Grant Disaster Recovery (also referred to as the CDBG-DR) Program	SOLICITATION NO: 17-RFP-004-LJ
---	--

PROPOSALS WILL BE OPENED: **October 26, 2017 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and may not be withdrawn within 180 days after such date and time.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 style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Authorized Representative's Signature <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> * Name and Title of Authorized Representative <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> *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:	

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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.

- Remainder of Page Intentionally Left Blank -

SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- B.1 Solicitation Number** 17-RFP-004-LJ
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Bureau of Rural Communities and Small Cities
- B.4 Issuing Office** Blake McGough/Vincent McKenzie
Purchasing Analyst/Property and Procurement Manager
107 East Madison Street, B-047 Caldwell Building
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	9/25/2017
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	10/6/2017 at 2:00 PM (Eastern Time)
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	10/12/2017
4.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	10/26/2017 at 3:00 PM (Eastern Time)
5.	Anticipated Evaluation of Technical Proposals	11/1/2017
6.	Anticipated Posting of Notice of Intent to Award	11/20/2017
7.	Anticipated Contract Start Date	12/4/2017

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Addenda or clarifications to this RFP along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the proposal. **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 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 I – 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.

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 Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 proposal to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or until thirty (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.

- Remainder of Page Intentionally Left Blank -

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.33 and B.35.1, one (1) original, signed and sealed Technical Proposal, six (6) paper copies of the signed original and one (1) electronic copy of the signed original Technical Proposal (on compact disc), which include the following required attachments:
1. DEO Solicitation Acknowledgement Form
 2. Attachment A – Reference Form
 3. Attachment C – Drug Free Workplace Certification
 4. Attachment D – Disclosure Statement/Conflict of Interest
 5. Attachment E – Certification Regarding Debarment
 6. Attachment F – Certification Regarding Lobbying
 7. Attachment G – Reference Questionnaire
- D. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.33 and B.35.2, one (1) original, signed and sealed Attachment B, Cost Proposal, six (6) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on compact disc). Attachment B must be submitted in a sealed package separate from the other attachments.
- E. It is **MANDATORY** that the Respondents return one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by the individual authorized to bind the Respondent.

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

NOTE: Respondents are encouraged to review s. 287.057(17)(c), F.S.: A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 record 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, 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.

B.17 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or 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 Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

B.18 Description of Work Being Procured

The State of Florida Department of Economic Opportunity ("DEO") is soliciting the services of an independent consulting firm (Contractor) to provide program stand-up to Florida's Community Development Block Grant Disaster Recovery (CDBG-DR)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

program. This program stand-up is necessary to enable DEO to successfully provide CDBG-DR assistance to Florida's units of local governments (ULGs) recovering from Hurricanes Hermine and Matthew and to adhere to federal and state regulations.

The selected Contractor firm's functions will include assessment of, and updates to, DEO's Disaster Recovery Policies and Procedures Manual; evaluation of, assessment of, revisions to and creation of drafts of all HUD required policies to bring the same into compliance; development of materials for and conducting of, two CDBG-DR application workshops for ULGs; and development of the DEO CDBG-DR subrecipient application template and all requisite forms to meet applicable state and federal requirements for ULGs including development of scoring and ranking criteria, technical assistance, and guidance in the development of the DEO CDBG-DR subrecipient contract template.

DEO will receive proposals from Contractors having specific experience and qualifications in the areas identified in this solicitation. For consideration, proposals for this project must contain evidence of the Contractor's experience and abilities in the specified areas and other disciplines directly related to the proposed services. Other information required by DEO may be included elsewhere in this solicitation.

Proposals will be reviewed in relationship to the terms/conditions/specifications in Section C, Statement of Work (SOW). The bidding method to be used is competitive, with DEO seeking the best combination of price, experience, and quality of service.

All work shall be performed in accordance with the SOW 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 sixty (60) days. The selected Contractor will be expected to take on the responsibilities as outlined herein upon of contract execution.

DEO's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

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.

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

B.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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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

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:

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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

93131802	Disaster preparedness response services
93142009	Urban project or program administration or management services

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.

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.

The Department 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 does not allow the Contractor to subcontract for any of the services provided in the resulting contract.

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 (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 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 Submittal Requirements

A signed original Technical Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually and one (1) electronic copy of the signed original Technical Proposal (on compact disc). 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.

A signed original Cost Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Proposal (on compact disc). 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original Technical Proposal or the one (1) electronic (i.e., on compact disc), 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 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 containing one (1) copy of the signed, original proposal with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

B.34 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.35 Instructions for Preparation of the Proposal

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

B.35.1 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.

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 – Executive Overview/Contractor's Understanding of the Project

- The Respondent shall provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, project schedule and how their solution will meet the desired performance. These statements should be prepared in such a manner that will be understandable to individuals at a management level.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Tab 2 – Past Performance and Experience

- **Company Qualifications and Prior Relevant Experience**

Provide information on background, experience, and qualifications of the company. Include a list of all firms for whom you have provided services of similar scope and service in the past five (5) years. Respondents must also clearly articulate the following qualifications as described in Section B.18.

- **Project Personnel**

The Respondent will submit a list of Project Personnel, a list of team members for approval, their respective roles; and experience while performing the services outlined in this RFP.

Once assigned and accepted by DEO, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of DEO.

- **Resumes and Experience**

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

The Respondent should provide evidence that each person Respondent proposes to utilize in implementing this project has previous experience with a substantially similar task on a large scale project. The Respondent should describe for each person proposed their experience in providing disaster recovery, assessment and program stand-up or similar services. The Respondent should provide a Skills Matrix indicating the number of years of experience for each candidate submitted.

Tab 3 – Project Approach and Methodology

- The Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed and illustrate how the methodology will serve to accomplish the project goals and objectives of the program. Respondents may propose alternative approaches or recommendations while still complying with the objectives of the RFP. Alternative approaches should be focused on mitigating project risks to time, scope and cost.
- **Approach-** Describe the recommended approach based on the information provided in the RFP. To accurately assess Department cost and workload, the Respondent should explicitly address in man-hours the extent their reply would require Department changes to backend systems.
- **Project Management-** Describe the proposed project management approach and methodology; explain the benefits and risk associated with the methodology and identify any industry standards incorporated into the approach for each risk identified, the Respondent should identify the source and steps that can be taken by each stakeholder to eliminate or reduce the risk.
- **Project Schedule and Timeline-** Provide a fully defined, resource loaded and leveled project schedule/timeline with all of the tasks and associated effort to deliver the deliverables described in Section C.4. The respondent should provide this in a Microsoft Project (.mmp) format.
- **Project Management Plan-** Describe the proposed approach and methodology for project planning, including project execution, monitoring, controlling and closing that will guide the decision making that occurs throughout the project. The Respondent shall submit a Project Management Plan as part of their reply which follows the Project Management's Institute's Project Management Body of Knowledge Standards.

Tab 4 – Duty of Continuing Disclosure of Legal Proceedings

- 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) involving Respondent (and each

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- subcontractor) in a written statement to DEO. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.
- This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.
 - Respondent shall promptly notify DEO of any Proceeding relating to or affecting the Respondent's or subcontractor's business. If the existence of such Proceeding causes DEO concern that Respondent's ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide DEO all reasonable assurances requested by DEO to demonstrate that:
 - Respondent will be able to perform this Contract in accordance with its terms and conditions, and
 - 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 5 – Attachments

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

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

B.35.2 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 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.

B.36 Past Performance References

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

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference (as explained below, if Respondent has performed work as a prime contractor of DEO during the timeframe specified above, DEO will be one of the two clients selected for contact).**

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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 questionnaire as provided in Attachment G. 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.37 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.**

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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

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

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

B.38 RFP Process

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

1. In the Proposal Preparation Phase, the Respondents will prepare and submit a proposal to the Procurement Officer based on the requirements identified previously 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.39 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 H – 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 H. 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 via telephone 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 Procurement Office will average the total point scores to convert to average rank, for each proposal for all evaluators. The Procurement Office shall present the average rankings to 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 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 replies or waive any minor irregularity or technicality in replies received.

B.40 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.

A printed copy of the score tabulation(s) and DEO's intended award decision will be posted for 72 business hours in the Purchasing Office, Room B-047 Caldwell Building, locate 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 Office of Property and Procurement. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

B.41 Identical Tie Proposals

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

B.42 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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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.43 Trade Names

The product described in this RFP must be bid as specified. Alternate products that are bid will not be considered, and any proposal containing an alternate product will be rejected.

B.44 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 Office of Property and Procurement. The official date and time of receipt is the date and time the proposal is stamped as received by the Office of Property and Procurement.

B.45 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.46 Respondent's Responsibility

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

B.47 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.48 Agency for State Technology - (THIS SECTION DOES NOT APPLY TO THIS RFP)

B.49 Definitions *(please add any applicable definitions in alphabetical order pertaining to this ITN that are not listed below)*

- 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 agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- 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
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- Premises(s): 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.
- Stand-Up: Contractor will coordinate with DEO staff to design the applicable CDBG-DR housing, economic development, infrastructure, and/or services program that address unmet needs identified in Action Plan. Contractor will work with DEO staff to develop detailed written flowcharts, reports, processes, policies and presentations for programs and projects as detailed in Section C, Scope of Work.
- 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.50 Strict Enforcement

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

- Remainder of Page Intentionally Left Blank -

SECTION C SCOPE OF WORK

C.1 Purpose

The State of Florida Department of Economic Opportunity (“DEO”) is contracting for the services of an independent Contractor to help stand-up Florida’s Community Development Block Grant Disaster Recovery (CDBG-DR) program for Hurricanes Hermine and Matthew. This will enable DEO to successfully provide CDBG-DR assistance to Florida’s units of local governments (ULGs) recovering from Hurricanes Hermine and Matthew and to adhere to state and federal regulations.

C.2 Background/Overview

The U. S. Department of Housing and Urban Development (HUD) notified the State of Florida that it will receive an allocation of disaster recovery funds to assist ULGs in recovery efforts from Hurricanes Hermine and Matthew. The Florida Department of Economic Opportunity is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the state. On June 20, 2017, HUD approved the State of Florida’s Action Plan for CDBG-DR program which is available online at www.floridajobs.org/disasterrecovery.

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

C.3 General Description

The selected Contractor’s functions will include assessment of, and updates to, DEO’s Disaster Recovery Policies and Procedures Manual; development of policies to ensure compliance with HUD requirements; development of materials for, and conducting of, two CDBG-DR application workshops for ULGs; and development of the DEO CDBG-DR subrecipient application template and all requisite forms to meet applicable state and federal requirements for ULGs including development of scoring and ranking criteria, technical assistance, and guidance in the development of the DEO CDBG-DR subrecipient contract template.

Contractor will set up a schedule of weekly telephone calls with DEO CDBG-DR staff to update staff on progress in completing each deliverable listed in this solicitation. Contractor will also provide status updates through scheduled monthly face-to-face meetings with DEO, at DEO offices. Additional telephone calls and face to face meetings may be scheduled by DEO and/or Contractor, on an as needed basis. Deliverables will include written agendas and minutes of each phone call and face-to-face meeting.

- Remainder of Page Intentionally Left Blank -

C.4 Deliverables, Tasks, Performance Measures and Financial Consequences

NOTE: Cost Proposals cannot exceed DEO's budget amount of \$75,000.

Contractor agrees to provide the following services as specified:

Deliverable 1: Policies and Procedures Manual Updates			
Description	Minimum Level of Performance	Project Schedule	Financial Consequences
Contractor shall provide DEO with a revised and updated Policies and Procedures Manual that is compliant with the current HUD and CDBG-DR requirements and includes all functions to conduct process mapping, as specified in Section C.5.a.1	<ol style="list-style-type: none"> 1. Prepare and provide DEO staff with a written assessment and work plan for a revised Policies and Procedures Manual. 2. Provide a written draft of revised Policies and Procedures Manual.. 3. Provide DEO with a second draft of the Policies and Procedures Manual that has addressed all DEO comments. 4. Contractor will provide DEO with a final draft of the Policies and Procedures Manual that has addressed all DEO comments. <p>100% completion of the Policies and Procedures Manual.</p>	<ol style="list-style-type: none"> 1. Within fourteen (14) days following execution of the agreement between both parties. 2. Within thirty (30) days following execution of the agreement between both parties. 3. Within seven (7) days of receipt of DEO staff comments on the initial draft. 4. Within seven (7) days following the receipt and incorporation of DEO staff comments on the second draft. 	<p>Failure to submit the completed Policies and Procedures Manual approved by DEO within sixty (60) days of contract execution shall result in a \$1000 per day financial consequence for each calendar day beyond the sixty (60) day contract term.</p> <p>DEO shall withhold 20% of the total Contract amount until Contractor provides proof to DEO, and DEO accepts, that the Project is 100% complete.</p>
Deliverable 2: General Policies – Evaluation and Updates			
Description	Performance Measure	Project Schedule	Financial Consequences
Contractor shall provide DEO with a written assessment of processes and procedures to be revised and/or strengthened, as well as new policies to be adopted as specified in section C.5.a.2	<ol style="list-style-type: none"> 1. Provide DEO staff with a written assessment of needed revisions/additions to current policies. 2. Provide a written draft of revisions/additions to policies. 3. Provide DEO staff with a second draft of all policies. 4. Provide a written final copy of all revised and applicable new policies to DEO staff. <p>100% completion of General Policies – Evaluation and Updates.</p>	<ol style="list-style-type: none"> 1. Within fourteen (14) days following execution of the agreement by both parties. 2. Within thirty (30) days following execution of the agreement between both parties. 3. Within seven (7) days of receipt of DEO staff comments on the initial draft. 4. Within seven (7) days following receipt of DEO staff comments. 	<p>Failure to complete the minimum performance measures as specified will result in a \$1000 per day financial consequence for each calendar day beyond the sixty (60) day contract term.</p> <p>DEO shall withhold 20% of the total Agreement amount until Recipient provides proof to DEO, and DEO accepts, that the Project is 100% complete.</p>

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Deliverable 3: CDBG Disaster Recovery Applications and Accompanying Forms

Description	Performance Measure	Project Schedule	Financial Consequences
<p>Contractor shall develop two (2) CDBG-DR applications, as specified in Section C.5.a.3</p>	<p>1. Conduct meetings with DEO CDBG-DR program and management staff. Produce initial written outlines for the structure and approach for the CDBG-DR applications and provide DEO initial written outlines.</p> <p>2. Complete second round of meetings with DEO CDBG-DR program and management staff. Provide final outlines for CDBG-DR applications.</p> <p>3. Provide initial drafts of two (2) CDBG-DR applications and accompanying forms to DEO staff for review.</p> <p>4. Provide second drafts of the two (2) CDBG-DR applications and accompanying forms to DEO staff for review.</p> <p>5. Provide two (2) final CDBG-DR applications and accompanying forms to DEO.</p> <p>100% Completion of the Development of the CDBG Disaster Recovery Applications and Accompanying Forms.</p>	<p>1. Within fourteen (14) days following execution of the agreement by both parties.</p> <p>2. Within twenty-eight (28) days following execution of the agreement by both parties.</p> <p>3. Within thirty (30) days following execution of the agreement by both parties.</p> <p>4. Within seven (7) days following receipt of DEO's comments on the initial draft.</p> <p>5. Within seven (7) days following the receipt of DEO's comments on the second draft.</p>	<p>Failure to complete the minimum performance measures as specified will result in a \$1000 per day financial consequence for each calendar day beyond the 60-day contract term.</p> <p>DEO shall withhold 20% of the total Agreement amount until Recipient provides proof to DEO, and DEO accepts, that the Project is 100% complete.</p>

Deliverable 4: CDBG-DR Application Workshop PowerPoint Presentation and Handout Materials and Conduct Two (2) Workshops

Description	Performance Measure	Project Schedule	Financial Consequences
<p>Contractor shall develop CDBG-DR PowerPoint presentations and handout materials for two (2) CDBG-DR application workshops and conduct two (2) CDBG-DR application workshops, as specified in Section C.5.a.4</p>	<p>1. Conduct initial meeting with DEO CDBG-DR program staff and management and regarding outlines for the structure and components for the Power Point presentations and handouts for the two (2) CDBG-application workshops.</p> <p>2. Provide an initial draft of the Power Point presentations and handouts for the two (2) CDBG-DR application workshops to DEO staff for review. Receive and incorporate comments from DEO staff into the materials as necessary.</p>	<p>1. Within seven (7) days following execution of the agreement by both parties.</p> <p>2. Within twenty-one (21) days following the execution of the agreement by both parties.</p>	<p>Failure to complete the minimum performance measures as specified will result in a \$1000 per day financial consequence for each calendar day beyond the sixty (60) day contract term.</p> <p>DEO shall withhold 20% of the total Agreement amount until Recipient provides proof to DEO, and DEO accepts, that the Project is 100% complete.</p>

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

	<p>3. Conduct second meeting with CDBG-DR staff and management and provide final outlines for the Power Point presentations and handouts for the two (2) CDBG-DR application workshops.</p> <p>4. Provide the final Power Point presentation and handout for the two (2) CDBG-DR application workshops to DEO staff.</p> <p>5. Participate as directed by DEO staff in conducting two (2) CDBG-DR application workshops.</p> <p>100% Completion of the Development of the CDBG-DR Application Workshop PowerPoint Presentations and Handout Materials and Conduct Two (2) workshops.</p>	<p>3. Within twenty-eight (28) days following the execution of the agreement between both parties.</p> <p>4. Within seven (7) days following the receipt of DEO's comments on the second draft.</p> <p>5. Within fifty-five (55) days following the execution of the agreement between both parties.</p>	
--	--	--	--

Deliverable 5: CDBG-DR Subrecipient Contract Template

Description	Performance Measure	Project Schedule	Financial Consequences
<p>Contractor shall review the DEO CDBG-DR subrecipient contract template for compliance with CDBG-DR regulations and Federal Register requirements, provide DEO with a written assessment of the necessary changes and additions needed to the template and provide a red-line of recommended changes to the template that include recommendations for revisions to strengthen the agreement, as well as providing recommended scopes of work, as specified in Section C.5.a.5</p>	<p>1. Contractor shall assess DEO CDBG-DR subrecipient contract template for compliance with federal and state regulations. Contractor shall prepare and provide DEO staff with initial written assessment of needed revisions and recommended outlines for various scopes of work.</p> <p>2. Contractor shall receive and incorporate DEO staff comments and prepare and provide to DEO staff a draft with changes tracked of recommendations and recommended scopes of work for DEO CDBG-DR subrecipient contract template.</p> <p>3. Contractor shall provide DEO staff a written final of the DEO CDBG-DR subrecipient contract template recommendation, and various recommended scopes of work.</p> <p>100% Completion of the CDBG-DR Subrecipient Contract Template written assessment.</p>	<p>1. Within fourteen (14) days following execution of the agreement by both parties.</p> <p>2. Within thirty (30) days following execution of the agreement between both parties.</p> <p>3. Within seven (7) days of receipt of DEO staff comments on the initial draft.</p>	<p>Failure to complete the minimum performance measures as specified will result in a \$1000 per day financial consequence for each calendar day beyond the sixty (60) day contract term.</p> <p>DEO shall withhold 20% of the total Agreement amount until Recipient provides proof to DEO, and DEO accepts, that the Project is 100% complete.</p>

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

C.5 Contractor's Responsibilities

Contractor's responsibilities under this Contract are as follows:

Contractor Shall:

- a. In addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following deliverable tasks:
 1. **Policies and Procedures Manual Update:** Contractor shall provide DEO with a revised and updated Policies and Procedures Manual that is compliant with all current HUD and state CDBG-DR requirements and includes all functions to conduct process mapping.
 - i. Contractor shall review all segments of the current DEO Policies and Procedures Manual, including the process mapping portions. Prepare and provide DEO with a written assessment and work plan for revising the manual;
 - ii. Contractor shall hold discussions with DEO CDBG-DR program staff, management staff, budget staff, finance and accounting staff, contracts and grants staff, and legal staff to discuss assessment;
 - iii. Contractor shall prepare and provide a written draft of the revised Policies and Procedures Manual to DEO staff for review and receive and incorporate DEO comments into draft;
 - iv. Contractor shall provide a second draft of the revised Policies and Procedures Manual to DEO staff for review and receive and incorporate DEO comments into the manual;
 - v. Contractor shall provide a final revised Policies and Procedures Manual to DEO.
 2. **General Policies - Evaluation and Updates:** Contractor shall provide DEO with a written assessment of processes, and procedures to be revised and/or strengthened, as well as new policies to be adopted as required by HUD and/or the State of Florida for receipt and distribution of CDBG-DR funding. Current forms and processes will be reviewed and updated to match requirements listed in the HUD CDBG-DR Program Launch Toolkit, including flow charts, forms, and checklists for overall grants management and all proposed programs, projects, and related processes. At a minimum, general grants management procedures must include: procurement; financial management and audits; appeal process; complaints; compliance and monitoring; crosscutting Federal regulations and requirements; duplication of benefits; equal opportunity, subrecipient reporting requirements and citizen participation. Contractor shall provide updated and new policies per the assessment and DEO concurrence that the assessment sufficiently includes all policies needed.
 - i. Contractor shall assess all CDBG-DR related DEO policies, processes and procedures for compliance with HUD and State of Florida requirements and provide DEO with a written assessment of needed revisions to current policies and creation of any needed new policies. Contractor shall solicit and accept comments from DEO staff regarding that assessment;
 - ii. Contractor shall incorporate comments received from DEO staff into policies and provide DEO Staff with a written draft of revisions;
 - iii. Contractor shall provide a written final copy of all revised and applicable new policies to DEO.
 3. **Develop CDBG Disaster Recovery Applications and Accompanying Forms:** Contractor shall develop two (2) CDBG-DR applications. One for the 80 percent Most Impacted and Distressed (MID) units of local governments (ULGs) and one for the 20 percent MID ULGs to utilize for applying to DEO for CDBG-DR funds. Contractor shall adapt Small Cities CDBG Program forms to accompany the Disaster Recovery applications. Applications must include scoring and ranking criteria that supports the requirements of the Federal Register Notices (F.R. 81-224 and F.R. 82-11) associated with this funding. (i.e. requirements of 70 percent low to moderate income national objective and requirements to give predominate weight to housing activities).
 - i. Contractor shall conduct a kick-off meeting with DEO CDBG-DR program staff and management staff. Contractor shall produce and provide DEO with initial written drafts for the structure and components for Power Point presentations and handouts for the two (2) CDBG-DR application workshops.
 - ii. Contractor shall hold a second round of meetings with DEO CDBG-DR program staff and management staff to obtain guidance for revisions to the initial drafts for the CDBG-DR applications. Contractor shall incorporate DEO staff comments and provide DEO with final copies of the CDBG-DR applications;
 - iii. Contractor shall prepare and provide initial drafts of all forms accompanying the CDBG-DR applications to DEO staff for review and receive comments from DEO staff;

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- iv. Contractor shall provide a second draft of all forms accompanying the CDBG-DR applications to DEO staff for review and receive comments from DEO staff;
 - v. Contractor shall provide the two (2) final CDBG-DR applications and all accompanying forms to DEO.
4. **Develop CDBG--DR Application Workshop PowerPoint Presentations and Handout Materials and Conduct Two (2) Workshops:** All materials produced will be in compliance with DEO Brand Manual. Contractor shall develop CDBG-DR PowerPoint presentations and handout materials for two CDBG-DR application workshops and conduct two (2) CDBG-DR application workshops. One for the 80 percent MID ULGs and one for the 20 percent MID ULGs, to prepare the ULGs to be better equipped to apply for CDBG-DR funds. DEO to provide meeting spaces, printing of handout materials and DEO approved PowerPoint color and formatting template.
- i. Contractor shall conduct a workshop kick-off meeting with DEO CDBG-DR program staff and management staff. Contractor shall produce and provide DEO with initial written drafts for the structure and components of the PowerPoint presentations and handouts for the two (2) CDBG-DR application workshops;
 - ii. Contractor shall hold a second round of meetings with DEO CDBG-DR program staff and management staff to obtain guidance for revisions to the initial drafts for the structure and components for the PowerPoint presentations and handouts for the two (2) CDBG-DR application workshops. Contractor shall provide DEO with final drafts for the structure and components for the PowerPoint presentations and handouts for the two (2) CDBG-DR application workshops;
 - iii. Contractor shall prepare and provide the DEO staff initial drafts of the PowerPoint presentations and handouts for the two (2) CDBG-DR application workshops for review and receive and incorporate comments from DEO staff into the materials;
 - iv. Contractor shall provide the final PowerPoint presentations and handouts for the two CDBG-DR application workshops to DEO;
 - v. Contractor shall participate as directed by DEO staff in conducting two (2) full day-long each CDBG-DR application workshops for potential CDBG-DR applicants.
5. **Assess DEO CDBG-DR Subrecipient Contract Template for Federal Compliance and Provide Recommendations for Inclusions and for Structuring Various Scopes of Work:** Contractor shall review the DEO CDBG-DR subrecipient contract template for compliance with CDBG-DR regulations and Federal Register requirements, provide DEO with a written assessment of the necessary changes and additions needed to the template and provide a red-line of recommended changes to the template that include recommendations for revisions to strengthen the agreement, as well as providing recommended scopes of work.
- i. Contractor shall assess DEO CDBG-DR subrecipient contract template for compliance with federal and state regulations. Contractor shall prepare and provide DEO staff with initial written assessment of needed revisions and recommended outlines for various scopes of work;
 - ii. Contractor shall receive and incorporate DEO staff comments and prepare and provide to DEO staff a draft with changes tracked of recommendations and recommended scopes of work for DEO CDBG-DR subrecipient contract template;
 - iii. Contractor shall provide DEO staff a written final of the DEO CDBG-DR subrecipient contract template recommendation, and various recommended scopes of work;
- 6. Provide staff on-site at the Division's Tallahassee office location at least once per month for face to face meetings.
 - 7. Provide office staff that is available during regular business hours (8 a.m. to 5 p.m. EST) Monday through Friday to respond to Division staff questions.
 - 8. Provide office staff who are trained, and competent, in the use of Microsoft Office products.
 - 9. Provide office staff that are able to meet with Division staff via conference call, at least once per week.
 - 10. Ensure that all materials developed are in compliance with DEO Brand Guidelines.
 - 11. Provide office equipment including all necessary computer hardware and software (including the latest versions of Microsoft Office Suite and Adobe, to be upgraded as necessary), and a printer/copier/scanner/fax machine.

C.6 Staffing Levels

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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

must be provided and 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.

The Contractor shall staff the project with a minimum of five (5) key staff identified in their proposal. DEO will consider these personnel to be essential to the project. At a minimum, these key staff positions shall be solely dedicated to the project and be available throughout the project. Key staff positions shall include a Project Manager, and Administrative Assistant, and three (3) subject matter experts in one or more of the areas listed in C.7.

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

C.7 Professional Qualifications

Contractor staff should include persons knowledgeable in one or more of the following areas; disaster recovery federal and state of Florida regulations, housing and community development, health and human services, educational facilities, transportation infrastructure, supportive services programs, and environmental infrastructure programs,

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

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

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

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

Key staff shall possess excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.

Key staff shall possess the knowledge, skills, and abilities necessary in order to track and analyze work data and ensure compliance with established policies and procedures.

Key staff shall possess subject matter expertise in the federal grants management field.

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

C.8 Staffing Changes

The successful Contractor shall staff the project with key personnel identified in the Contractor's reply, which are considered by DEO to be essential to this project. As soon as possible, but no less than one (1) 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 Service Times

Contractor shall have staff available, at a minimum, Monday through Friday from 8 a.m. to 5 p.m., Eastern Standard Time.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

C.10 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 DEO Contract.

C.11 Method of Payment/Invoice

Contractor shall submit invoices to DEO on or before the 5th of each month for the services rendered the previous month. If there are any questions or concerns regarding invoice(s), please contact the DEO Contract Manager listed herein with questions.

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

Contractor shall 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.

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

C.12 Background Screening

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from the Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to the 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. The Contractor may access the 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.13 Contract Extension

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

C.14 DEO Responsibilities

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

C.15 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.4, Deliverables, Tasks, Performances Measures and Financial Consequences, and Section C.5, Contractor's Responsibilities, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, the sanctions specified in Section C.4 shall be assessed against Contractor and will be deducted from the amount due Contractor for performance under the applicable invoice.

In addition, if it becomes necessary for DEO to institute a corrective action plan and Contractor fails to comply with the approved corrective action plan, Contractor shall be assessed the additional financial consequences specified in 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 Vendor Core Contract.

C.16 Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.15) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

C.17 Notification of Instances of Fraud

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

C.18 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this RFP. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to section 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to Chapter 435, Florida Statutes and Section C.12.

C.19 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 Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.20 Ownership and Intellectual Property Rights

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

C.21 Modifications of Section N, DEO Vendor Core Contract – NOT APPLICABLE

C.21.1 The following sections are hereby deleted in its entirety: N.5 and N.6. – subcontractors not allowed.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**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 17-RFP-004-LJ, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

- Remainder of Page Intentionally Left Blank -

**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

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

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

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

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (5) continuous years	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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT B
COST PROPOSAL**

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

No.	Deliverable	Costs
1.	Policies and Procedures Manual Updates	\$
2.	General Policies – Evaluation and Updates	\$
3.	CDBG Disaster Recovery Applications and Accompanying Forms	\$
4.	CDBG-DR Application Workshop PowerPoint Presentation and Handout Materials and Conduct Two (2) Workshops	\$
5.	CDBG-DR Subrecipient Contract Template	\$
GRAND TOTAL		\$

Note: Cost Proposals cannot exceed DEO's budget amount of \$75,000.

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**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.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**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.

***Authorized Representative's Signature**

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

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

**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.
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.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**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.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

<ul style="list-style-type: none"> • Project Management Plan- Describe the proposed approach and methodology for project planning, including project execution, monitoring, controlling and closing that will guide the decision making that occurs throughout the project The Respondent shall submit a Project Management Plan as part of their reply which follows the Project Management's Institute's Project Management Body of Knowledge Standards. 	10
B. Past Performance References – Attachment G	10
C. Cost Proposal as defined in Section B.35.2 and Attachment B	10
D. Total Possible Points for the Proposal Submittal	100

NOTE: The maximum available points (10 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 (= 10 points)
- P = Points Awarded to each of the other Respondents

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT I
TECHNICAL QUESTIONS SUBMITTAL FORM**

For Attachment I, Respondents shall complete the form provided 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**

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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT J
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. Check off each of the following:

- ___ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original proposal. If a Respondent fails to submit a completed DEO Solicitation Acknowledgement Form with its proposal, DEO reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the Respondent has met all other requirements of the 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 completed, signed, and included in the original proposal.
- ___ 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 six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc). 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.
- ___ 11. The Respondent shall submit one (1) signed original Cost Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on compact disc). 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.
- ___ 13. On the lower left hand corner of the envelope transmitting your original proposal, write in the following information:

Solicitation Number: **17-RFP-004-LJ**
Title: **Stand-Up to the Florida CDBG-DR Program**
Proposal Opening Date & Time: **October 26, 2017 at 3:00 PM EST**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.