



FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

DEPARTMENT OF ECONOMIC OPPORTUNITY
INVITATION TO NEGOTIATE

Solicitation Acknowledgement Form

Page 1 of 68 pages

SUBMIT REPLY TO:

Department of Economic Opportunity
Purchasing Office
107 East Madison Street, B-047
Tallahassee, Florida 32399-4128
Telephone Number: 850-245-7455

AGENCY RELEASE DATE:

June 12, 2020

SOLICITATION TITLE:

Disaster Recovery (DR) Regulatory Support Services

SOLICITATION NO:

20-ITN-001-TH

REPLIES WILL BE OPENED:

August 3, 2020, at 3:00 PM, Eastern Time

and may not be withdrawn
within

180

days after such date and time.

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:

RESPONDENT MAILING ADDRESS:

CITY - STATE - ZIP:

PHONE NUMBER:

TOLL FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*Authorized Representative's Signature

*Name and Title of Authorized Representative

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

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

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

PRIMARY CONTACT:

SECONDARY CONTACT:

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

EMAIL ADDRESS:

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SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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

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

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

PUR 1000 – GENERAL CONTRACT CONDITIONS

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

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

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

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**SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPLIES**

- B.1 Solicitation Number** 20-ITN-001-TH
- B.2 Solicitation Type** Invitation to Negotiate (ITN)
- B.3 Program Office** Disaster Recovery
- B.4 Purchasing Office** Tamara Harrington, Purchasing Analyst
Vincent McKenzie, Purchasing Manager
107 East Madison Street, B-047
Tallahassee, Florida 32399
(850) 245-7464/(850) 245-7463
Tamara.Harrington@deo.myflorida.com
Vincent.McKenzie@deo.myflorida.com

B.5 Restrictions on Communication with DEO Staff, Executive and Legislative Branch Employees or Officers

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 the agency 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 procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a reply.

B.6 Calendar of Events

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

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	6/12/2020
2.	Pre-Reply Conference (Mandatory) CONDUCTED VIA CONFERENCE CALL ONLY. Conference Call Number: 1-888-585-9008 Conference Room: 952-708-564	6/30/2020
3.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	7/6/2020 by 5:00pm EST
4.	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	7/15/2020
5.	Replies Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399 <u>THE REPLY OPENING WILL BE AVAILABLE TO THE PUBLIC VIA CONFERENCE CALL ONLY.</u> Conference Call Number: 1-888-585-9008 Conference Room: 952-708-564	8/3/2020 at 3:00pm EST
6.	Evaluation of Technical Replies	8/7-14/2020

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7.	Anticipated Posting of Vendor Scores/Shortlist and Notice of Preliminary Demonstrations and Negotiations	8/21/2020
8.	Preliminary Demonstrations and Negotiations (Mandatory) <u>NEGOTIATIONS WILL BE CONDUCTED VIA REMOTE CONFERENCING (i.e. teleconference, video conference and/or other means).</u> <u>Specific details will be shared with only with participants.</u>	8/31/2020-9/3/2020
9.	Public Meeting – Notice of Intent to Negotiate 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399 <u>THE PUBLIC MEETING WILL BE AVAILABLE TO THE PUBLIC VIA CONFERENCE CALL ONLY.</u> Conference Call Number: 1-888-585-9008 Conference Room: 952-708-564	8/31/2020 at 3:00pm EST
10.	Anticipated Negotiations Round 1 <u>NEGOTIATIONS WILL BE CONDUCTED VIA REMOTE CONFERENCING (i.e. teleconference, video conference and/or other means).</u> <u>Specific details will be shared only with participants.</u>	9/2-4/2020
11.	Anticipated Negotiations Round 2 <u>NEGOTIATIONS WILL BE CONDUCTED VIA REMOTE CONFERENCING (i.e. teleconference, video conference and/or other means).</u> <u>Specific details will be shared only with participants.</u>	9/9-11/2020
12.	Provide Best and Final Offer (BAFO) Instructions	9/15/2020
13.	BAFO Due and Reviewed	9/21/2020
14.	Public Meeting – Intent to Award Recommendation 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399 <u>THE PUBLIC MEETING WILL BE AVAILABLE TO THE PUBLIC VIA CONFERENCE CALL ONLY.</u> Conference Call Number: 1-888-585-9008 Conference Room: 952-708-564	9/28/2020 at 3:00pm EST
15.	Anticipated Posting of Notice of Intent to Award	10/5/2020

Addenda or clarifications to this ITN will be posted on the Florida Vendor Bid System (VBS). **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

B.7 Notice of Potential Federal Funding

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

B.8 Mandatory Pre-Reply Conference

A mandatory pre-reply conference will be held as per the date, time and location specified in Section B.6, Calendar of Events. All Respondents intending to submit a reply to this ITN must attend this conference from beginning to end, or any reply submitted will be rejected as non-responsive. A ten (10) minute grace period for late arrivals will be granted.

The mandatory pre-reply conference will provide Respondents with an opportunity to ask questions to clarify any uncertainties. Questions asked and answers provided at the mandatory conference are not binding; oral answers

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provided at the mandatory conference are given as temporary guidance to clarify issues until a written answer is issued by DEO, in writing, in the form of an ITN Addendum.

Respondents should review and become familiar with the solicitation documents and other supporting materials as listed in this ITN prior to attending the mandatory conference.

As of the date of posting, DEO's offices are closed to the public. DEO anticipates that the Pre-Reply Conference will be held via teleconference. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

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

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

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

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

B.10 OMITTED

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

As of the date of posting, DEO's offices are closed to the public. All Replies must be sent via US Mail, certified mail or overnight courier, until such time as DEO's offices are re-opened to the public. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

Replies must be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. **REPLIES SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

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

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

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B.12 Withdrawal of Replies

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

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

As of the date of posting, DEO's offices are closed to the public. DEO anticipates that the public opening will be held via teleconference. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

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

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

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

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

B.14 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Reply to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely replies that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the reply are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to DEO. DEO reserves the right to waive any minor irregularity, technicality, or omission if DEO determines that doing so will serve the State's best interests.

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MANDATORY REQUIREMENTS FOR EVALUATION

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

The use of the terms “shall”, “must”, or “will” within these solicitation documents indicate a **MANDATORY** requirement or condition and failure to comply with may result in rejection of the response.

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

B.15 Cost of Preparing Respondent’s Reply

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

B.16 Disclosure and Ownership of Replies by DEO

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

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

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

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

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

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

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

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

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

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

1. The Notice of Shortlist, Intent to Negotiate and/or Intent to Award, will be posted for review by interested parties at the location identified in Section B.6, Calendar of Events above and on the Florida Vendor Bid System (VBS) for a period of seventy-two (72) hours, excluding weekends and State observed holidays.

ANY NOTICE OF PROTEST OR FORMAL WRITTEN PROTEST MUST BE TRANSMITTED BY THE RESPONDENT TO THE AGENCY CLERK AS SET FORTH HEREIN. IN NO EVENT WILL DEO CONSIDER ANY COMMUNICATION MADE BY THE RESPONDENT TO ANY OTHER INDIVIDUAL AT DEO AS A NOTICE OF PROTEST OR A FORMAL WRITTEN PROTEST UNDER S. 120.57(3), F.S.

2. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
3. If the Respondent desires to protest this Solicitation or DEO's decision or intended decision under this Solicitation, including a decision to reject all replies, the Respondent must do so within the time prescribed in Section 120.57(3), F.S., and Chapter 28-110, F.A.C. All notices of protest under section 28-110.003, F.A.C., must be delivered by email to agency.clerk@deo.myflorida.com. All formal written protests under section 28-110.004, F.A.C., must be delivered in accordance with the emphasized instructions below, to the agency clerk at the following address:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128

As of the date of posting, DEO's offices are closed to the public. All formal written protests must be sent via certified mail or overnight courier to the agency clerk at the above address until such time as DEO's offices are re-opened to the public. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

B.19 Description of Work Being Procured

DEO is requesting replies from prospective contractors to provide full spectrum disaster recovery operations. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.20 Number of Awards

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

B.21 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of thirty-six (36) months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

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

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

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

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

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

B.23 Reply Acceptance Period

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

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

Any submitted reply shall remain firm and valid for one hundred eight (180) days after the reply submission due date, until 45 days following the conclusion of any protest of an intended contract award, including appellate review, if applicable; or until a Contract is fully executed, whichever occurs first. The Respondent shall not withdraw any reply within this time period except as described in paragraph B.12. Any reply that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.25 Disclosure

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

B.26 Laws and Permits

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

B.27 Insurance

1. Contractor's Commercial General Liability Insurance:

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

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

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

3. Other Insurance:

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

The Contractor selected under this ITN shall maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the

Contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

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

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

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

B.28 Vendor Registration

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

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

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

A list of Commodity Codes can be found here:

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

B.29 Florida Department of State Registration Requirements

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

B.30 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida

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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.31 Contractors and Subcontractors

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's reply. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by DEO based on the terms described in Section C.9 of this ITN.

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

B.32 Conflict of Interest

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

B.33 Rights to Data and Copyright

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

B.34 OMITTED

B.35 Submittal Requirements

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

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

If Respondent fails to submit the one (1) electronic (i.e., on compact disc or USB drive), signed copy of its original Technical Reply or the one (1) electronic (i.e., on compact disc or USB drive), signed copy of its original Cost Reply with

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its reply, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the reply has met all other requirements of the solicitation.

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

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

B.36 Elaborate Replies

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

B.37 Instructions for Preparation of the Technical Reply

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

B.37.1 Technical Reply Format

The Technical Reply package shall be prepared by each Respondent utilizing 8.5" x 11" paper. **Respondent's Technical Reply shall not exceed one-hundred (100) pages, excluding the mandatory attachments listed in paragraph C of the table set forth in Section B.14.**

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

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

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

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

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

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

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

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

- **Tab 1 – Introduction – Qualifications & General Experience**

Provide information on background, experience, and qualifications of the company. As part of the Technical Reply, the Respondent must submit resumes for the personnel assigned to work on this project describing their education, training, and work experience. The Respondent should provide evidence that each Respondent to be utilized in implementing this project has previous CDBG-DR related experience on a scale similar to the size set forth in the scope of work in this solicitation. Respondent must also include a list of all clients for whom you have provided CDBG-DR related services of similar scope in the past five (5) years. Respondents shall clearly articulate their qualifications as follows:

- Ability to demonstrate full spectrum recovery operations encompassing (but not limited to) customer communication, intake/eligibility operations, information technology (as evidenced by a system of record), internal auditing and compliance, construction management, and program closeout operations.
- Demonstrate capability with an established 'System of Record' and adequate Information Technology experience to accomplish the scope of work.
- Project Management experience in full spectrum disaster recovery operations.
- Experience in finding and working eligibility cases for citizens who are of extremely low and low income in a rural disaster recovery operation.
- Respondents must demonstrate the ability to provide full scale staffing within the Florida Office of Disaster Recovery Office ("ODR") headquarters located at 107 E. Madison Street, Tallahassee, Florida 32399. Contractor shall co-locate with the ODR at ODR's headquarters. In addition, Contractor shall maintain a physical office presence in Bay County during the duration of the recovery activities or until the DEO agrees to closure.

- **Tab 2 – Specific Prior Relevant Experience**

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

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- **Tab 3 – General Management**

General Management for all aspects of this project, including a comprehensive list of all subcontractors to be used at any stage of the project.

- **Tab 4 – Intake and Eligibility Operations**

- The Respondent must describe their Intake and Eligibility Operations system that will ensure high quality, responsive and timely customer service from application intake through file close-out.
- The Respondent must explain their method to document eligibility and no duplication of benefits.
- The Respondent must explain their method to provide quality control/checks and balances for eligibility and duplication of benefits.
- The Respondent must explain how they will coordinate with other state agencies, Volunteer Organizations Active in Disasters (VOADs), Long-Term Recovery Groups, and Disaster Case Managers and sub-contractors as deemed appropriate by the state.

- **Tab 5 – Customer Service Centers**

- The Respondent must explain how they will set up Customer Service Center operations in order to provide the most effective service for applicants in a timely manner and in compliance with the Disaster Housing Assistance program.
- The Respondent must provide the number of Customer Centers needed and in what counties in order to provide timely and compliant disaster housing assistance.
- The Respondent must explain how the Customer Service Centers will be staffed and how staff will be trained to ensure timely and compliant, disaster recovery housing assistance.
- The Respondent must explain how the Customer Service Centers will accommodate applicants with disabilities.

- **Tab 6 – Construction Management**

The Respondent must describe how they will establish and provide adequate construction management for projects. The description must demonstrate:

- Construction management experience for comprehensive disaster recovery operations.
- The Respondent's ability to design a system to provide comprehensive construction management from notice to proceed and initial inspection, to final inspection and close-out of the file.
- The Respondent's ability to ensure construction meets or exceeds current industry construction quality standards. Ensuring energy efficiency and resiliency where practicable and cost effective.
- The Respondent's ability to direct, conduct, or manage a program that facilitates thorough damage assessments of hurricane impacted housing units within 30 days of request.
- The Respondent's ability to direct, conduct, or manage a program that facilitates the completion and submission of thorough resident structural assessments within 30 days of request.
- The Respondent's ability to direct, conduct, or manage a program that facilitates the completion of HUD-compliant environmental reviews within 45 days of request. All federal regulations regarding lead-based paint, environmental review, housing quality standards, procurement, labor

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standards, etc. apply to this program. The Respondent will perform an environmental review and on-site inspection of damages upon completion of all verification required by the Program. An environmental review must be performed on each homeowner's property for that property and the homeowner to be eligible for the program.

- The Respondent's ability to direct, conduct, or manage a program that provides elevation certificates when necessary within 45 days of request.
- The Respondent's ability to conduct feasibility of repair analysis on all program eligible structure types. Properties with repair and/or elevation cost estimates that meet or exceed 75% of a comparable reconstruction or replacement house as determined by standard operating procedures and policies will provide homeowners the option to select a reconstructed or replacement house. Properties with repair and/or elevation cost estimates that meet or exceed a comparable reconstruction or replacement house will be limited to reconstruction or replacement as a more cost reasonable option.
- The Respondent's capacity to conduct construction progress and final inspections in line with Florida Building Code and Florida Green Building Standards. All inspections are required to be completed within 14 days of request.
- The Respondent's ability to administer temporary housing assistance for qualified applicants as required.
- **Tab 7 – Training Plan**

The Respondent must describe how they will establish a training and testing program to ensure all trainees can demonstrate a sufficient understanding of Community Development Block Grant – Disaster Recovery (CDBG-DR) requirements, program policies and procedures, with proper documentation of completion and testing.

- **Tab 8 – Compliance/Audit/Close-Out/Disallowed Costs Compliance Programs**
 - The Respondent must describe their compliance testing and oversight plan to ensure the program policies and procedures are being followed appropriately.
 - The Respondent must provide a plan related to external audits completed by federal and state agencies during the course of this contract and the audits to be conducted after the contract has ended.
 - The Respondent must provide detailed information of the interaction between Respondent's staff and the State's internal and contracted audit team and describe this team's ability to review compliance reports and other internal documentation.
 - The Respondent must provide final grant close out procedures and a plan for the Respondent and the State to exchange all necessary grant, construction, Intake/Eligibility Operations and other programmatic files whether in paper or electronic copies.
 - The Respondent must provide detailed information on how disallowed costs will be handled and addressed during the course of this contract.
 - The Respondent must describe their ability to establish and maintain a comprehensive monitoring plan for both Davis-Bacon and Section 3 as required.

- **Tab 9 – Customer Service Plan**

The Respondent must provide a customer services plan outlining the strategies and methods for providing the best customer service throughout the term of the contract.

- **Tab 10 – Timeline**

The Respondent must provide a detailed timeline for the contract. The timeline should include required tasks and durations for implementation, fulfillment and close-out of all contract requirements.

- **Tab 11 – Duty of Continuing Disclosure of Legal Proceedings**

If applicable, Respondent must disclose, as part of its Reply, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceeding) involving Respondent (and each 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:

- a. Respondent will be able to perform this Contract in accordance with its terms and conditions, and
- b. Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceedings.

- **Tab 12 – Attachments**

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

1. Reference Form (Attachment A)
2. State Project Plan (B.40), include Drug-Free Workplace Certification (Attachment C)
3. Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
4. Certification Regarding Debarment (Attachment E)
5. Certification Regarding Lobbying (Attachment F)
6. List of Subcontractors (Attachment G); if applicable
7. Intent to Submit a Reply (Attachment J) if applicable
8. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.

B.37.2 Cost Reply Submittal

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

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's reply hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace

transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc. .), travel and incidental expenses.

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

Respondent is to provide a thorough and detailed presentation of all costs to be incurred for all services requested in the solicitation for the project. These costs are to broken into the following components:

1. Customer Service Center Set-up and Operations costs.
2. Customer Contact Center Center Set-up and Operations costs.
3. Training Program costs.
4. Applications Intake and Eligibility Operations costs for an estimated 21,770 applications.
5. Regional Job Fairs costs for a minimum of 4 job fairs.
6. Duplication & Verification of Benefits Determinations for an estimated 6,743 eligible applicants.
7. Establishing and maintaining a Rebuild Florida Hurricane Michael Housing Repair and Replacement Program website.
8. Building and maintaining a System of Record for the Hurricane Michael Housing Repair and Replacement program.
9. Construction Management.
10. Construction Progress Inspections costs for an estimated 20,229 inspections.
11. Damage Assessment and Cost Repair Estimates for an estimated 6,743 eligible properties.
12. Environmental Reviews for an estimated 6,743 properties.
13. Lead-Based Paint Assesments for an estimated 2,023 properties.
14. Structural Assessment Reports for an estimated 1,349 properties.
15. Elevation Certificates for an 1,349 properties.
16. Site-Specific Foundational Designs for an estimated 1,349 properties.

The Respondent's costs shall include all fees associated with public notice postings or publications. Based off of the Projected Implementation Outcomes Based Payment Schedule Respondent's response must discuss its financial strength and capabilities of performing its responsibility as outlined in the schedule.

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

B.38 Past Performance References

In the spaces provided on Attachment A, the Respondent must list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous years. This work experience must reflect at least 5 years of CDBG-DR related experience. **At a minimum, one (1) of the verifiable clients must include a state or local government reference where the Respondent has performed CDBG-DR housing program management services within the last five (5) years similar in size and scope to this solicitation. For example; a Respondent may have references for years 2012-2016, 2013-2017, and 2015-current, which would satisfy the requirement to have three independent references, each individually with three (3) years of experience, that also demonstrates the Respondent has performed work similar to that specified in this solicitation for a period of at least five (5) continuous years. This example is illustrative but not the sole method to comply. Respondents that do not include a minimum of one (1) state or local government reference will receive a score of zero (0) for Past Performance.** 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 on Attachment A. Replies that list DEO as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria.**

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

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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 Reply 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).

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.39 Attachment H – Reference Questionnaire

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

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

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

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

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

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

B.40 State Project Plan

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

- 1. Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
- 2. Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where replies which are equal with respect to price, quality, and service are received, preference shall be given to a reply received from a respondent that certifies it has implemented a drug-free workplace 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 reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

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

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

B.41 ITN Process

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

- 1. In the Reply Preparation Phase,** the Respondents will prepare and submit a reply to the Procurement Officer based on the requirements identified in Section C of this ITN and any addenda to the ITN.
- 2. In the Evaluation Phase,** an evaluation team will evaluate and score the replies according to the evaluation criteria contained in the ITN and DEO will then post DEO's Notice of Intent to Negotiate Notice of Shortlist, if applicable, as set out in Section B.6., Calendar of Events.

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3. **In the Negotiation Phase**, a negotiation team will conduct negotiations according to the negotiation methodology published in Section B.44 of this ITN. The ranking of Respondents' replies will not create a presumption of preference in the negotiation process or for Contract award.

B.42 Evaluation Criteria

1. General.

- a. DEO reserves the right to accept or reject any or all replies received and reserves the right to make an award without further discussion or evaluation of the replies submitted and to waive any minor irregularity, technicality, or omission if DEO determines that doing so will serve the State's best interests. DEO may reject any reply not submitted in the manner specified by the requirements and instructions herein.
- b. Non-responsive replies shall include, but not be limited to, those that:
 - Fail to meet any statutory requirements;
 - Are irregular or are not in conformance with the requirements and instructions contained herein;
 - Fail to utilize or complete prescribed forms; or
 - Have improper or undated signatures.

A REPLY THAT IS NON-RESPONSIVE MAY BE REJECTED AND WILL NOT BE CONSIDERED UNLESS, IN DEO'S DISCRETION, THE FAILURE TO COMPLY DOES NOT PREVENT REVIEW OF THE REPLY BY DEO, THE FAILURE TO COMPLY CAN BE EASILY AND QUICKLY REMEDIED, AND IT IS IN THE STATE'S BEST INTERESTS TO ACCEPT THE REPLY.

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

2. Evaluation Criteria

See Attachment I - Evaluation Criteria

3. Evaluation Committee

The Evaluation Committee will evaluate ITN replies and assign points based on the criteria described in Attachment I to assure ITN replies are uniformly rated. Total possible points for the evaluation phase of the ITN are 200.

Each Evaluation Committee member will prepare the initial ITN reply evaluations independently. DEO reserves the right to short-list Respondents deemed to be in the competitive range. A short-list of Respondents may be generated, if applicable, based on these scores for the Technical Reply and Cost Reply of this ITN. The top four(4) ranked Respondents will be selected for the short-list in the solicitation evaluation phase.

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

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

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

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

B.43 Posting of Score and Notice of Negotiations

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

B.43.1 Demonstrations and Preliminary Negotiations

DEO will conduct Demonstrations with the short-listed Respondents prior to the final determination of contract award. Short-listed Respondents will be asked to participate in a one (1) day Demonstration meeting. The selected Respondents will demonstrate their proposed system/software and discuss their proposed approach. DEO will provide, at a later date but in adequate time to prepare, a detailed agenda including hypothetical business case scenarios, based on the requirements in this ITN, which the Respondent must use to demonstrate its concept of the Solution. Pre-scripted questions will also be provided; these questions will include, but are not limited to, the range of topics covered in this ITN. The Respondent's project manager assigned to the reply must be present at the demonstration and preliminary negotiation. The demonstrations and preliminary negotiations will not be open to the public but will be recorded. After Demonstrations and Preliminary Negotiations are complete, DEO will conduct a public meeting to discuss and decide which Respondent(s) DEO will ask to participate in Contract Negotiations. The Respondent(s) selected will represent the Respondent(s) offering the opportunity to provide the best value to the state.

B.44 Negotiations

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

1. Notice of Intent to Negotiate.

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

2. Negotiation Meetings.

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

As of the date of posting, DEO's offices are closed to the public. DEO anticipates that the negotiation meetings will be held via teleconference, video conference, and/or other means as specified in Section B.6, Calendar of Events. Any change to building access regarding the negotiation meetings for this Solicitation will be posted on the Vendor Bid System.

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

3. Negotiation Methodology.

Negotiations will include the scope of work and related services to be provided by the Respondent until acceptable Contract terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. DEO reserves the option to resume negotiations that were previously suspended.

4. DEO Negotiation Rights.

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

B.45 Award

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

DEO's intended award decision will be posted for 72 hours on the Florida Vendor Bid System at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

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

B.46 Identical Tie Replies

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

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

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

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

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

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

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

B.48 Trade Names

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

B.49 Visitor Pass to the Caldwell Building

As of the date of posting, DEO's offices are closed to the public. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

B.50 Employment of DEO Personnel

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

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

B.51 Respondent's Responsibility

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

B.52 Accessible Electronic Information Technology

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

B.53 OMITTED

B.54 Value Added Services - Innovative Ideas

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

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

B.55 Dunn and Bradstreet – Supplier Qualifier Report

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

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

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

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

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

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

B.56 Definitions

- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt” from disclosure as a public record under the Florida Statutes.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.

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- **Contract Manager:** A person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues pertaining to the Contract.
- **Contractor:** The person or entity that enters into a Contract to sell commodities or contractual services to DEO.
- **Contractor Personnel:** Persons directly employed by the Contractor.
- **Davis-Bacon Act:** United States federal law (40 U.S.C. 3141-3148) that establishes the requirement for paying the local prevailing wages on public works projects for laborers and mechanics. It applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.
- **DEO:** Florida Department of Economic Opportunity.
- **Department Business Hours:** Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- **Department Non-Business Hours:** Typically Department-observed holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- **Department-Observed Holidays:** The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year's Day
 - Martin Luther King Jr. Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- **FEMA:** The Federal Emergency Management Agency. FEMA's primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.
- **Invoice:** Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- **NFIP:** The National Flood Insurance program. NFIP is a federal program that enables property owners in participating communities to purchase insurance protection, administered by the government, against losses from flooding, and requires flood insurance for all loans or lines of credit that are secured by existing buildings, manufactured homes, or buildings under construction, that are located in the Special Flood Hazard Area in a community that participates in the NFIP.
- **Premises:** The entire Department of Economic Opportunity real property identified by DEO's Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the Contract agreement.

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- Project Manager: DEO's staff member(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- Reply: The offer extended to DEO in response to an Invitation to Negotiate.
- Respondent: The person or entity submitting a reply in response to an Invitation to Negotiate.
- Responsive Reply: A reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- SBA: The U.S. Small Business Administration is a United States government agency that provides support to entrepreneurs and small businesses. The mission of the Small Business Administration is "to maintain and strengthen the nation's economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters."
- Section 3: A provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency by requiring that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.
- Subcontractor: A person or entity contracting to perform part of another's entire Contract, upon DEO approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.57 Strict Enforcement

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

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**SECTION C
SCOPE OF WORK**

C.1 Purpose

The Florida Department of Economic Opportunity (DEO) is soliciting replies for a highly-qualified contractor to provide full spectrum disaster recovery operations to implement the State’s Housing Repair and Replacement Program under the State’s Community Development Block Grant – Disaster Recovery (CDBG-DR) Hurricane Michael Disaster Recovery Action Plan. The funds will be used to meet the remaining unmet housing needs that resulted from thousands of homes being damaged or destroyed by Hurricane Michael.

C.2 Background/Overview

Hurricane Michael caused unprecedented damage to the housing sector in Florida’s Panhandle. Hurricane Michael devastated the Panhandle, damaging or destroying over 340,000 homes. Of those homes that suffered major to severe damage, approximately 21,770 (over 56%) Florida homeowners were low-to-moderate income (LMI) families.

The State of Florida through the U.S. Department of Housing and Urban Development (“HUD”) is receiving funds through the CDBG-DR program for disaster recovery. DEO is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the state. The anticipated CDBG-DR funding will support recovery efforts for property owners in the following counties: Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Taylor, Wakulla, and Washington. The anticipated funding will be used to satisfy a portion of unmet needs that still remain after other federal assistance such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated.

The Department has conducted a Hurricane Michael Unmet Needs Assessment, which summarized the remaining recovery needs for housing throughout the area. This study estimates that more than 31,400 low- and moderate- income households, the households that CDBG-DR funds are designed to assist, have remaining unmet housing recovery need. The estimated unmet need for housing recovery is broken down by county below:

County	Estimated # of LMI Households with Unmet Recovery Need
Bay	13,957
Calhoun	1,198
Franklin	229
Gadsden	1,316
Gulf	890
Holmes	179
Jackson	2,609
Leon	319
Liberty	287
Taylor	33
Wakulla	221
Washington	532
TOTAL	21,770

The successful vendor shall implement the delivery and execution of CDBG-DR funded housing recovery services. The Florida Hurricane Michael Disaster Recovery Action Plan is available at

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<http://floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricane-michael>.

C.3 General Description

DEO is seeking a full service contractor capable of executing a complex recovery plan for the damage Florida endured from Hurricane Michael. The recovery is funded by a U.S. Dept. of Housing and Urban Development (“HUD”) Community Development Block Grant – Disaster Recovery (“CDBG-DR”). As an overview, the State seeks a contractor capable of turnkey operations, executing multiple and simultaneous operations throughout the state while maintaining the highest customer service standards in accordance with all applicable laws, regulations, ordinances, and grant requirements. The Contractor would be responsible for the execution of a large and complex customer communications plan; establishing and maintaining a first rate training program; enabling continuity of service throughout the state; providing face to face intake operations aimed at providing services to those citizens deemed most vulnerable; and executing a construction management program, including all aspects of storm damage assessment and environmental compliance, capable of withstanding a series of complex audits.

The Department intends to begin recovery efforts with the most vulnerable population and work through a priority matrix to the least vulnerable. The Department believes strongly in providing first-rate customer service during the conduct of this recovery combined with the strongest fiscal accountability of taxpayers’ dollars. The Department expects exceptional management of the project and will not tolerate disallowable expenses, fraud, duplication of benefits, or any fiscal irresponsibility of taxpayer dollars. The Department intends to conduct the Hurricane Michael housing recovery program in a manner that is generally consistent with its current Hurricane Irma Housing Repair and Replacement Program. The Department refers any interested Respondent to the following link as a point of reference for the manner in which the current operation is conducted <http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricane-irma/irma-housing-repair-and-replacement-program> . The Hurricane Irma Housing Repair and Replacement program (HRRP) should only be used as an example. DEO reserves the right to implement changes to the Hurricane Michael housing program that vary from those in Hurricane Irma’s HRRP.

At a minimum, the Department expects the successful Respondent to conduct full spectrum recovery operations and to manage the repair, reconstruction, or replacement approximately 6,743 damaged homes with no more than a 10% variance. Based on the directives set forth in the HUD CDBG-DR grant for Hurricane Michael, 85 FR 4681, and in the State of Florida Hurricane Michael Disaster Recovery Plan, the Department expects to repair, reconstruct, or replace 6,743 homes (+/- 10%) in HUD-identified and state-designated most impacted and distressed counties.

Program and Contract Administration

Contractor must be capable of administering complex application and customer service efforts for anticipated CDBG-DR relief for Florida’s communities impacted by Hurricane Michael. The Contractor must develop an integrated service delivery plan, have the ability to manage multiple and simultaneous intake and application operations throughout Hurricane Michael impacted areas, all while maintaining the highest level of customer service standards with complete compliance to all applicable laws, regulations, ordinances, and grant requirements.

Intake and Eligibility Operations

Contractor will provide customer service oriented intake and eligibility operations for the disaster housing assistance program to address the unmet needs of residents directly affected by Hurricane Michael. The customer service representatives will play an essential role in ensuring that delivery of assistance to program applicants is timely and responsive to customer needs, while ensuring and documenting eligibility, accountability, and proper use of funds.

There are multiple voluntary organizations conducting Hurricane Michael disaster case management pursuant to a separate grant from FEMA. In addition to serving citizen survivors in need of disaster case management, the Department seeks to seamlessly transfer into the CDBG-DR program, the clients of these voluntary organizations who may be eligible for CDBG-DR housing relief. Because these voluntary organizations have

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been operating since October 2018, they will be able to identify persons in need of housing relief. It is anticipated that these volunteer organizations will be able to transfer the information for unprioritized citizens in need of housing relief. Because of the number of persons who will already have been identified as needing housing relief, the initial 180 days of the customer service efforts will be focused on customer application intake and completion. Following the initial 180 day period, customer service efforts will transition to primarily application processing, including eligibility determination, but application intake will continue. Respondent's system of record must be able to accept the disaster recovery data collected by volunteer organizations pertaining to those disaster survivors who may be eligible for CDBG-DR housing benefits. The goal of the requirement to seamlessly transfer data is to shorten the overall time period for providing housing benefits to disaster survivors who qualify.

Rebuild Florida Customer Service Centers:

Contractor will establish Rebuild Florida Customer Service Centers or mobile units in order to serve applicants in a timely manner. Customer Service Centers are the initial contact between the Contractor and applicant. It is vital that Customer Service Center operations are provided in each HUD and State designated, most impacted, and distressed county in order to serve the most applicants in an effective manner. Customer Service Center Representatives will be housed in the Customer Service Centers and will talk directly with the applicants and families to determine their need in compliance with the Disaster Housing Assistance program. It is important for employees of the Customer Service Centers to be friendly and knowledgeable in all aspects of the process.

Rebuild Florida Customer Contact Center:

Contractor will establish a customer contact center in order to serve potential applicants in a timely and efficient manner. The Rebuild Florida customer contact center can be housed in the same facility as a Rebuild Florida Customer Service Center, but must be located in one of the HUD or State designated most impacted distressed counties.

Construction Management

Contractor shall provide quality and timely construction management services for disaster housing assistance, from all aspects of environmental compliance, permitting to inspection and work write-ups, progress inspections and payments, through to final inspection, close-out/certificate of occupancy.

Training Program

The Contractor shall provide competent and adequately trained personnel with the qualifications, knowledge, skills and abilities in CDBG-DR programs, related federal requirements and program policies and procedures to train all employees as well as all subcontracted employees, state government employees, and any other entity designated by the Department to undergo the training.

Compliance/Audit/Close-out/Disallowed Costs

This portion of the proposal must include the Contractor internal compliance plan, the plan for audit engagements during the contract period and after the contract period, the close out process for the program once contract period ends, and how disallowed costs are handed within this contract.

C.4 Major Program Goals

The Department intends to repair, reconstruct, or replace approximately 6,743 homes damaged or destroyed by Hurricane Michael. The Contractor shall be responsible for overall program management and operations, including, but not limited to, initial intake, application processing, construction management and administration of all the tasks and services contained herein related to the CDBG-DR housing program. The Contractor shall work closely with DEO staff in preparing and maintaining the overall project plan for all phases of the Program, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program close out environment.

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C.4.1 Program Implementation Start Up Tasks

1. Contractor shall establish a presence in Florida.
2. All program policies shall be established and approved by the Department.
3. Contractor shall train up to 75 Contractors/DEO employees.
4. Contractor’s transparency website shall be established and approved by the Department.
5. Contractor’s Customer Communications Plan shall be completed and approved by the Department.
6. Contractor’s Intake / Eligibility Operations Plan shall be completed and approved by the Department.
7. Contractor shall open all Customer Service Centers.
8. Contractor shall open Contractor’s Customer Contact Center.
9. Contractor’s quarterly responsibilities:
 - a. Review/update program policies and procedures.
 - b. Provide training and certification for all Contractor/Department employees.
 - c. Review/update transparency website.
 - d. Review/update Customer Communications plan.
 - e. Review/update Intake / Eligibility Operations plan.
 - f. Review / update construction management plan.

C.4.2 Program Implementation Goals / Schedule

Quarter	Projected Implementation Outcomes
Start-Up Sep 2020	Contractor established with a presence in Florida.
	All program policies are established and approved by the Department
	Contractor trained up to 75 Contractor/ Department employees
	Transparency website established and approved by the Department
	Customer Communications Plan completed and approved by the Department
	Intake / Eligibility Operations Plan approved by the Department
	Construction management plan completed and approved by the Department.
4th Quarter Oct – Dec 2020	4500 Eligible Intakes
	25 Homes Complete
	All Provision Training Requirement Complete
	Recurring Quarterly Responsibilities Complete
1st Quarter Jan – Mar 2021	Intake / Eligibility Operations Complete with 9000 Eligible Intakes
	175 Homes Complete
	Recurring Quarterly Responsibilities Complete
2nd Quarter Apr – Jun 2021	400 Homes Complete
	Complete and Brief Internal Audit to the Department
	Recurring Quarterly Responsibilities Complete
3rd Quarter Jul - Sep 2021	700 Homes Complete
	Recurring Quarterly Responsibilities Complete
4th Quarter Oct – Dec 2021	1300 Homes Complete
	Recurring Quarterly Responsibilities Complete
1st Quarter Jan – Mar 2022	2200 Homes Complete
	Complete and Brief Internal Audit to the Department
	Recurring Quarterly Responsibilities Complete
2nd Quarter Apr – Jun 2022	3100 Homes Complete
	Recurring Quarterly Responsibilities Complete
3rd Quarter Jul – Sep 2022	4000 Homes Complete
	Recurring Quarterly Responsibilities Complete
4th Quarter Oct – Dec 2022	5000 Homes Complete
	Recurring Quarterly Responsibilities Complete
1st Quarter Jan – Mar 2023	6000 Homes Complete
	Recurring Quarterly Responsibilities Complete

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2nd Quarter Apr – Jun 2023	6700 Homes Complete
	All Aspects of Program Prepared for Closeout
	Warranty and Customer Service
	Recurring Quarterly Responsibilities Complete
3rd Quarter Jul – Sep 2023	Recurring Quarterly Responsibilities Complete
	Warranty Coverage and Customer Support
4th Quarter Oct – Dec 2023	Final Payment
	Warranty Coverage and Customer Service

C.4.3 Program Implementation Payment Schedule

Contractor Implementation Cost Outcome Measures – Payment Schedule	
Completion of Start Up Tasks	3%
Program has completed 1000 eligible intakes	2%
Program has completed 3000 eligible intakes	2%
Program has completed 6000 eligible intakes	2%
Program has completed 9000 eligible intakes	2%
Program has closed intake process	2%
100 Houses Repaired, Reconstructed or Replaced	3%
500 Houses Repaired, Reconstructed or Replaced	6%
1000 Houses Repaired, Reconstructed or Replaced	6%
2000 Houses Repaired, Reconstructed or Replaced	6%
3000 Houses Repaired, Reconstructed or Replaced	6%
4000 Houses Repaired, Reconstructed or Replaced	6%
5000 Houses Repaired, Reconstructed or Replaced	6%
6000 Houses Repaired, Reconstructed or Replaced	6%
6700 Houses Repaired, Reconstructed or Replaced	6%
Program has Expended All Funds on Housing Assistance	18% *
If 100 homes are repaired, reconstructed or replaced by March 1, 2021 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 500 homes are repaired, reconstructed or replaced by July 1, 2021 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 1000 homes are repaired, reconstructed or replaced by November 1, 2021 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 2000 homes are repaired, reconstructed or replaced by March 1, 2022 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 3000 homes are repaired, reconstructed or replaced by Jun 1, 2022 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 4000 homes are repaired, reconstructed or replaced by September 1, 2022 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 5000 homes are repaired, reconstructed or replaced by December 1, 2022 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 6000 homes are repaired, reconstructed or replaced by March 1, 2023 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
If 6700 homes are repaired, reconstructed or replaced by June 1, 2023 , then Respondent will be paid 2% and the Expended All Funds on Housing Assistance benchmark will be reduced by 2%.	2%*
Warranty coverage on 50% of repaired, reconstructed or replaced homes expires	2%
Warranty coverage on 100% of repaired, reconstructed or replaced homes expires	2%
Program has obligated 25% of program direct costs	3%
Program has obligated 50% of program direct costs	3%
Program has obligated 75% of program direct costs	3%
Completion of Close Out Activities	5%

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* Percentages and measures may change due to amendments to the State Action Plan.

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

Contractor agrees to perform the following:

Deliverable No. 1 – Program Management/Oversight Housing Program		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall carry out all responsibilities set forth in section C.6, Contractor Responsibilities (and all subsections thereto) in a manner that ensures the program’s goals and implementation schedule set forth in section C.4 (and all subsections thereto) are met.</p> <p>Contractor shall provide a monthly report detailing the Contractor’s specific performance of the tasks set forth in section C.6 Contractor Responsibilities. The monthly report shall include whether Contractor met the specific timeframes agreed upon. If the Contractor did not meet specifically agreed upon timeframes, the report shall set forth the corrective action Contractor intends to take to ensure that Contractor meets the agreed upon timeframes during the next reporting period.</p>	<p>Provide a monthly report detailing all activities achieved during the month, as evidence of the services provided. The Contractor shall provide one comprehensive and itemized invoice on a monthly basis upon completion of the deliverable and any other required documentation for services performed.</p> <p>The Monthly Report must be approved by DEO. Contractor shall submit the report to DEO for approval by the last day of each month.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for every five (5) business days beyond the due date.</p>

C.6 Contractor Responsibilities

C.6.1 Program and Contract Administration

At a minimum the Contractor shall comply with the following requirements:

1. Contractor’s Project Manager shall report to the State’s designated Program Director and/or his/her designated representative.
2. Contractor shall ensure that a minimum of 25% of all those employed to execute the contract are Florida residents with the goal of 75%. This includes all prime and sub-contractors.
3. Contractor shall conduct a minimum of four (4) regional job fairs in counties as directed by the state, with one job fair being conducted in Bay County.
4. The contractor will maintain a comprehensive operational management staff within the Florida Office of Disaster Recovery Office (“ODR”) headquartered at 107 E. Madison Street, Tallahassee, Florida 32399. Contractor shall co-locate with the ODR at its headquarters. In addition, Contractor shall maintain a physical office presence in Bay county during the duration of the recovery activities or until the State agrees to closure.
5. Contractor shall incorporate Volunteer Organizations Active in Disasters (VOAD) into their recovery operation during the course of the recovery. Contractor shall have VOAD coordination ability, or a VOAD partner, who can access data collected by VOADs and who shall abide by personally identifiable information restrictions.

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6. Contractor shall ensure that site built homes, mobile/manufactured homes, and modular homes are repaired, replaced or reconstructed by DEO approved construction contractors or by their subcontractors.
7. Contractor shall provide a minimum of one Executive Briefing to the State per week which outlines all current work to date, all work currently underway, and all work planned both in the near term and far term.
8. Contractor shall provide the State notice of all sub-contractors it intends to hire to accomplish the recovery mission. All sub-contractors shall meet Florida Regulatory and compliance guidelines.
9. Contractor agrees to follow State established recovery priorities.
10. Contractor shall establish and maintain a full transparency website clearly portraying all aspects of the recovery. The Hurricane Michael recovery website shall integrate seamlessly with the current Florida Disaster Recovery website with the capability to cross-reference and provide links between sites. Please see <http://floridajobs.org/rebuildflorida>. The website shall meet accessibility standards and shall be mobile responsive.
11. Contractor shall establish and maintain liaison with all Volunteer Organizations Active in Disasters (VOAD) as well as complete situational awareness of all VOAD rebuilding and/or refurbishment activities.
12. Contractor shall establish and maintain liaison with all Long Term Recovery Groups (LTRG) operating in response to the disaster.
13. Contractor shall provide an on-site compliance and monitoring staff with the capability to ensure internal fiscal responsibility and provide the State with the result of all internal reviews.
14. Contractor shall provide a project management capability which timelines all aspects of the recovery and estimated completion of all tasks and provides the State with this data in a formal weekly briefing.
15. Contractor shall provide Intake and Eligibility Operations which determines eligibility; processes and assigns work as applicable within established policy guidelines; conducts extensive coordination with existing state disaster case management contractors (Disaster Case Managers) to validate eligibility of citizens, and Contractor shall ensure no citizen receives any duplication of benefits prior to providing any program assistance. Contractor's Intake and Eligibility processes shall be able to accept data and disaster case management files from disaster case management operations as directed or identified by the State. This requirement is critical for the efficient transfer of data in order to shorten the overall housing recovery time for disaster survivors.
16. Contractor will make all personnel, location, files and other pertinent information available to the State (and/or to the federal government) at any time during the course of the contract.
17. Contractor shall establish an escalation protocol for any citizen issue resulting in keeping the State informed as to the progress of all complaints.
18. Contractor shall possess an extensive understanding of the State's Hurricane Michael Disaster Recovery Action Plan, HUD's CDBG-DR program, HUD's National Objectives, the FEMA Mission Scoping Assessment, and the FEMA Recovery Support Strategies.
19. Contractor shall provide an online question and complaint system which ensures citizens are informed and provided responses to questions, inquiries and complaints within 2 working days.
20. Contractor shall obtain an official Certificate of Occupancy from the appropriate jurisdictional authority upon completion of all work to the homeowner and retain this certificate on file.
21. Contractor shall ensure that all contract personnel (from prime to all sub-contractors associated with the contract) who interact with the public are identified by a standard color collared shirt and photo identification. The words: 'Rebuild Florida' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges. This does not apply to the contractors in the contractor pool established by DEO.
22. The Contractor shall implement an inspection and compliance/monitoring program.
23. Contractor shall ensure compliance with all aspects of the HUD-based State Action Plan and any subsequent amendments to the State Action Plan.
24. Contractor shall conduct a damage assessment for each project ensuring appropriate tie back to Hurricane Michael.
25. Contractor shall conduct HUD compliant environmental reviews for each project.
26. Contractor shall ensure compliance with all federal, State, and local environmental standards and follow all established environmental standards during the conduct of all work for the duration of the contract.

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27. Contractor shall ensure strict compliance with all HUD standards and shall adjust to comply with any HUD updates.
28. Contractor shall provide a weekly follow up capability for citizens who are deemed eligible.
29. Contractor shall provide expertise in the HUD CDBG-DR national objectives program and ensure compliance with information security requirements and employ defined security controls in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.
30. Contractor shall utilize DEO's existing Exceptions Panel process for approval of any eligibility determination outside of program guidelines, priority change outside of program guidelines, or proposed cost of replacement/repair estimates that exceed program guidelines for a particular class of repair or replacement.
31. Contractor shall establish a process by which it assesses the cost effectiveness of each rehabilitation or reconstruction project undertaken to assist a household. For each residential rehabilitation or reconstruction project, Contractor shall assess the cost effectiveness of each proposed project to determining when the cost of the rehabilitation or reconstruction of the unit shall not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property,
32. Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) in order to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to businesses which provide economic opportunities to low and very low income persons.
33. Contractor shall provide an Information Technology System of record which meets all state Personally Identifiable Information ("PII") security standards and includes role based protections. All designated state personnel shall have unfettered access to the system of record.
34. Contractor shall monitor, audit, and train its staff on the authorized sharing of sensitive data and the consequences of unauthorized use or sharing of such data.
35. Contractor shall have a demonstrated ability to expand operations should additional funding be granted by HUD for CDBG-DR relief for the Florida Hurricane Michael disaster.
36. Contractor shall comply with all applicable project requirements set forth in 82 FR 5591 and 81 FR 83254.
37. Contractor shall provide construction management experience for comprehensive disaster recovery operations.
38. Contractor shall, at a minimum, be capable of performing applicable inspections that verify compliance with the following on all projects:
 - a. Applicable environmental and historic preservation laws and regulations;
 - b. HUD rules and regulations;
 - c. Local building codes and permitting;
 - d. Current ADA Standards;
 - e. Any other applicable federal, state, or local laws; and
 - f. Any other reasonable inspection activity that may arise during the course of a project.

C.6.2 Consumer Communications

At a minimum the Contractor shall comply with the following requirements:

1. Contractor will provide professional and responsive customer service. The Contractor will provide their system and associated metrics for the minimal acceptable level of service for tracking, resolving, and analyzing complaints and/or issues for each medium.
2. Contractor will maintain a Hurricane Michael Disaster Recovery Housing Repair and Replacement website that provides citizen access to all aspects of the recovery. The website shall:
 - a. Allow applicants to login and check the current status of their application.
 - b. Provide current data – approved by DEO – regarding the status of the Michael Housing Repair and Replacement program, including applications, home repairs, etc.
 - c. Contain all financial documents required by HUD to be placed on the public website, e.g. contracts, procurement documents, etc.

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- d. Contain any additional information DEO requests that provides citizen access to all aspects of the recovery for placement on the public website.
3. Contractor will provide a project management tracking system on the public website accounting for all of the completed and ongoing recovery efforts. This project management system will be subject to DEO approval.
4. Contractor's customer communications program will comply with the Fair Housing Act and will include outreach in furtherance of Fair Housing objectives.
5. Prior to the public use of any document the Contractor will provide a copy of the proposed document to the State for approval. The Contractor will also provide to DEO for approval any program document that Contractor seeks to utilize with program applicants.
6. The public website must use a State-approved platform as a content management system. The State owns the website and its content. Contractor will turn over the website to DEO at the conclusion of operations.
7. Contractor will provide support to DEO when communicating with the most vulnerable citizens, keeping stakeholders informed of the program's progress, and conducting outbound communications.
8. The Contractor will be expected to complete other responsibilities and deliverables required by HUD.

C.6.3 Customer Service Center Intake and Eligibility Operations

At a minimum Contractor shall comply with the following requirements:

1. Customer service operations will initially focus on application intake operations and will begin within 45 days of the award of this contract unless otherwise agreed to by the State.
2. Customer service initial application intake operations will last 180 days from opening of the application period by DEO. Following the initial 180 day period, customer service operations will transition to emphasizing application completion and processing, but application intake will continue.
3. Contractor shall provide customer service representatives who are capable of quickly and efficiently conducting application processing to include determination of program eligibility in accordance with all program requirements, ownership, FEMA, SBA, NFIP, insurance and other payments, duplication of benefits, floodplain status, and other documentation as required.
4. Contractor shall ensure completed applications are entered into the appropriate system and coordinated with other customer service intake staff.
5. Contractor shall ensure that an application can be securely initiated and completed via the public website.
6. Contractor shall ensure compliance with The Stafford Act.
7. Contractor shall ensure no duplication of benefits in accordance with HUD and federal and state policy.
8. Contractor shall prioritize applications according to established policy.
9. Contractor shall perform research to determine if an applicant's real property or manufactured housing unit is encumbered by a mortgage or lien.
10. Contractor shall provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, home repairs, reconstruction, or replacement, and keep the citizen fully aware of all expectations and construction timelines.
11. The Contractor shall develop a standards-based information process flow system to enable efficient operations. Contractor shall provide examples of how they intend to accomplish this requirement within their ITN vendor reply. Contractor may be required to establish eligibility requirements for sub-grantees.
12. Contractor shall close out the applicant's file after final inspection and payment.

C.6.4 Rebuild Florida Customer Contact Center(s)

At a minimum Contractor shall comply with the following requirements:

1. Contractor shall strategically establish a minimum of 1 static customer contact center within 45 days of contract award.
2. All customer contact centers should be located within Hurricane Michael impacted communities.
3. Contractor's customer contact center environment must be designed to have dedicated staff for the Disaster Recovery Program and shall not be shared with other programs without the expressed written consent of DEO. Consent may not be withheld if security concerns are adequately addressed in conformance with

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applicable federal, state, and DEO security policies and procedures. Preference will be awarded to any Florida based operation. The contractor shall provide the necessary staffing level to accommodate demand.

4. Contractor shall have established performance metrics that ensure the efficient, effective answering of all calls with minimal wait times.

C.6.5 Rebuild Florida Customer Service Centers

At a minimum Contractor shall comply with the following requirements:

1. Contractor shall strategically establish a minimum of 4 regional static customer service centers in the Florida panhandle for a limited duration to serve the following HUD- and State-designated MID counties within 45 days of contract award:

HUD-designated MIDs – Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Liberty, Wakulla and Washington.
State-designated MIDs – Holmes, Leon and Taylor.

- a. **At least one static customer service center will be in Bay county.**
 - b. The State will determine when to close the customer service centers based upon statistical proof that the centers have accomplished their intended purpose. Customer service centers must be operational and staffed in a manner to reduce wait time and to accommodate working families. The static customer service centers shall remain open for the duration of the initial contract.
 - c. During the initial 180 days, the static customer service centers must be open weekdays and on Saturdays, except on recognized State holidays.
2. Contractor shall provide mobile customer service centers to provide application intake services for those remaining counties served by the State Action Plan not containing a static customer service center. Using the mobile customer service centers, Contractor shall provide intake services at various sites approved by the State to best achieve intake in the remaining counties served under the State Action Plan for Hurricane Michael.
 3. Contractor must be granted approval from the state prior to closing any customer service center.
 4. Contractor shall provide Greeters and/or Screeners at each customer service center to inform potential applicants of basic eligibility criteria and ensure the citizen has all of the required documentation to move to case management.
 5. Contractor shall ensure exceptional customer service at the customer service centers. The State will not dictate the number of employees at each center but expects each citizen to be treated in a timely manner. Each customer service center will be unique based upon the needs of the local area; however, the Contractor will provide a metrics based customer service standard accounting for both time of transaction and overall number of customers expected to be served daily. These metrics will be presented to the State at the weekly Executive Briefing.
 6. Contractor shall provide an appointment system allowing for greater citizen predictability and less citizen wait time.
 7. In extreme cases where mobile intake does not suffice, the Contractor shall provide transportation to and from the customer service center for those who have a valid appointment and are elderly, infirmed, or require transportation to the Intake Center. Additionally, the State is not opposed to a Contractor outreach program which brings the case management system to the citizen. These customer service centers shall be ADA compatible.
 8. Contractor shall ensure that citizens who are deemed eligible know the next step in the process, have clearly defined expectations, and a viable timeline. In compliance with this requirement, at a minimum, Contractor will provide client with an easily understandable document that sets forth the preceding information.
 9. Contractor shall ensure a bi-lingual (Spanish) capability and address language issues at all customer service centers as well as during all follow up communications with citizens.
 10. Contractor shall provide an on-site staff who will ensure compliance with all aspects of the Fair Housing Act and conduct a program ensuring populations that are least likely to apply fully understand the program.

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C.6.6 Duplication of Benefits/Verification of Benefits

At a minimum the Contractor shall comply with the following requirements:

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

C.6.7 Construction Management

At a minimum the Contractor shall comply with the following requirements:

1. Contractor shall ensure all workers know and enforce housing policies (including mobile home, minimum standards, mold remediation, lead-based paint, asbestos, floodplain etc.), and ensure compliance.
2. The Contractor shall provide all necessary elevation certificates when necessary withing 30 days of request.
3. The Contractor will be responsible for conducting environmental reviews within 30 days of request. All federal regulations regarding lead-based paint, environmental review, housing quality standards, procurement, labor standards, etc. apply to this program. The Contractor will perform an environmental review and on-site inspection of damages upon completion of all verification required by HRRP. An environmental review must be performed on each homeowner's property for that property and the homeowner to be eligible for the program.
4. The Contractor shall provide all architectural and engineering services for reconstruction projects within 30 days of request, including but not limited to:
 - a. Architectural Services – The Contractor will provide architectural services consisting of Standard Architectural Drawings, ADA Compliant Standard Architectural Drawings, Reconfigured Architectural Drawings, and Reproduced Architectural Drawings.
 - b. Engineering Services -The Contractor will provide engineering services to develop and produce foundation designs for homes identified for reconstruction by DEO. Contractor will provide either Standard Foundation Drawings, Reconfigured Foundation Drawings or Reproduction Foundation Drawings for each house to be reconstructed.
 - c. Engineering Analysis and Determination – Upon the Contractor's analysis of the Field Inspection Report (FIR) and photo documentation, a determination will be made regarding if the home is suitable for repair.
 - d. Structural Assessment Reports – The contractor will develop the results of the engineering analysis into a Structural Assessment Report (SAR), which will be completed, certified, and stamped by a Licensed Professional Engineer.
 - e. Design Services - At the discretion of DEO, for homes where the required repairs identified in the SAR necessitate significant modification to the configuration of the home's foundation or floor system, or a full replacement of the foundation is needed, engineered foundation design drawings will be provided.
 - f. QA/QC Review - Due to the nature of the program and program funding, all versions of the SAR and the Not Suitable for Repair memorandum submitted to the program will be thoroughly reviewed by Contractor to support Federal Audit Standards.
5. Contractor shall conduct initial inspection and analysis on each home to establish the home's relative value to determine if it should be replaced/reconstructed, or rehabilitated in accordance with established policies.
6. The Contractor will be responsible for conducting construction progress and final inspections in line with Florida Building Code and Florida Green Building Standards. All inspections are required to be completed within 14 days of request.
7. Contractor shall provide a complete and accurate damage assessment and cost of repair estimate based on the initial inspection and analysis of each home within 30 days of applicant being deemed eligible.
8. Contractor shall assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not

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- be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
9. Contractor must conduct feasibility of repair analysis on all program eligible structure types. Properties with repair and/or elevation cost estimates that meet or exceed 75% of a comparable reconstruction or replacement house as determined by standard operating procedures and policies will provide homeowners the option to select a reconstructed or replacement house. Properties with repair and/or elevation cost estimates that meet or exceed a comparable reconstruction or replacement house will be limited to reconstruction or replacement as a more cost reasonable option.
 10. Contractor shall assign bundles of repair, replacement or reconstruction projects to regionally-qualified contractors in a DEO-established contractor pool, based on criteria established by DEO.
 11. Contractor shall ensure that all construction contractors follow established processes for all homes scheduled for demolition and dispose of mobile homes and all demolition/construction debris in accordance with all local, state, and Federal guidelines, regulations, and ordinances.
 12. Contractor shall conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.
 13. Contractor shall ensure all construction meets local and state building codes and established policies, conducting progress and final inspections and recommending approval of payments to DEO accordingly.
 14. Contractor shall ensure the timely administration of all temporary housing assistance for qualified applicants as required.
 15. Contractor shall ensure that the work performed is of good and workmanlike quality.
 16. Contractor will be responsible for establishing and maintaining a comprehensive monitoring plan for both Davis-Bacon and Section 3 as required.
 17. Contractor shall conduct routine progress and final inspections and approve and make timely payments to subcontractors accordingly.
 18. Contractor shall coordinate with the applicant to ensure the timely move in/move out of applicants whose homes are being repaired or replaced so as to minimize the disruption to the applicant and minimize the amount of time the applicant is out of the home.
 19. Contractor shall provide on-site storage units, if necessary, for the storage of an applicant's possessions during the time the applicant is displaced.
 20. Contractor shall closely monitor all construction timelines and provide the State with weekly briefings.
 21. Contractor shall maintain all construction records documenting compliance from start up to file close-out.
 22. Contractor shall conduct all required environmental assessments, including but not limited to Tier 1 and Tier 2 assessments, lead-based paint assessment, or asbestos containing materials assessments.
 23. Contractor shall be responsible for all acquiring or providing architectural and structural services required to complete all repair, replacement or reconstruction projects.
 24. Contractor shall be responsible for acquiring all elevation certificates required to complete all repair, replacement or reconstruction projects.
 25. Contractor shall provide, at a minimum, a weekly briefing to the State regarding the program intake, program construction progress, and program close out. The briefing will provide an update on program metrics as requested and established by the State.
 26. Contractor shall comply with all construction standards, housing quality standards, and energy efficiency standards set forth in Federal statutes governing CDBG-DR and all Federal Notices pertaining to Hurricane Michael and any subsequent notices.
 27. Contractor shall design a system to provide comprehensive construction management from notice to proceed and initial inspection to final inspection and close-out of file.

C.6.8 Training Program

At a minimum the Contractor shall comply with the following requirements:

1. Contractor shall provide initial and ongoing training to all employees as well as all subcontracted and State government employees, on the following tasks and any others that are pertinent to program implementation:
 - a. Affirmatively Furthering Fair Housing ("AFFH");
 - b. Uniform Relocation Assistance (acquisition/relocation);

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- c. Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act, and the Fair Housing and Equal Opportunity Standards;
 - d. Financial management;
 - e. Procurement (Federal and State);
 - f. Environmental review regulations;
 - g. Section 3 Economic Opportunities – HUD.
 - h. Requirements and regulations required by HUD for the administration of the CDBG-DR program.
2. Contractor shall institute a testing program which ensures all attendees of trainings have a substantial understanding of the training subject matter and can demonstrate understanding.
 3. Contractor shall provide updated training on any policy changes to the workforce within 60 days and retain records of everyone who has attended the training.

C.6.9 Compliance/Audit/Close-out/Disallowed Costs

At a minimum the Contractor shall comply with the following requirements:

1. Contractor shall interact with the State’s internal audit staff dedicated to this contract and program and allow the State’s internal audit staff to review compliance reports and other internal documentation.
2. Contractor shall provide final grant close out procedures and a plan for the Contractor and the State to exchange all necessary grant, construction, case management and other programmatic files whether in paper or electronic copies.
3. Contractor shall provide detailed information on how disallowed costs will be handled and addressed during the course of this contract.
4. Contractor shall ensure that no disallowed costs result from any activity the Contractor is responsible for conducting or for overseeing. Contractor will be responsible for reimbursing DEO for any costs that are ultimately deemed disallowed.

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

C.7 Staffing Levels

The contractor will maintain a comprehensive operational management staff within The Florida Office of Disaster Recovery Office (“ODR”) headquartered at 107 E. Madison Street, Tallahassee, Florida 32399. Contractor shall co-locate with the ODR at its headquarters. In addition, Contractor shall maintain a physical office in Bay county during the duration of the recovery activities or until the State agrees to closure.

The Contractor’s proposed staff and organization must be sufficient to provide the required services throughout the Contract term. Proposed individual skill level must be consistent with Contractor’s proposed solution and services. Proposed staff resumes must be provided and must reflect experience with projects of similar size and complexity. DEO reserves the right to reject any proposed team member throughout the duration of the Contract.

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

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

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C.8 Professional Qualifications

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

1. The Contractor's personnel must have experience in oversight and management of housing services provided through HUD's CDBG-DR program.
2. The Contractor's personnel must have expertise in Davis-Bacon Act requirements for any construction or engineering related project.
3. The Contractor's personnel or subcontractor must have knowledge of and assist with application and customer service process for CDBG-DR housing services.

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

The key personnel assigned by the Contractor to be responsible for the Contractor's program management responsibilities should possess a complete understanding of all applicable Federal CDBG-DR and State of Florida program policies, requirements, and procedures. The Contractor's Program Manager will provide direct supervision to all other Contractor personnel.

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

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

C.9 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 five (5) business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

C.10 Service Times

Contractor shall maintain the following minimum hours of operation in the following counties:

Franklin, Gadsden, Leon, Liberty, Taylor and Wakulla – from 8 a.m., E.S.T., until 6 p.m., E.S.T., Monday through Friday, not including any state or federally recognized holidays.

Bay, Calhoun, Gulf, Holmes, Jackson and Washington – from 8 a.m., C.S.T., until 6 p.m., C.S.T., Monday through Friday, not including any state or federally recognized holidays.

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During the hours of operation, the Contractor shall have the appropriate number of staff as described in C.7, above, present and available to accept calls, field inquiries and communicate with DEO, as needed.

C.11 Contract Document

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

C.12 Method of Payment/Invoice

- A. Payment shall be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.
- B. 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.
- C. Contractor shall submit invoices to DEO on or before the 5th of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.
- D. 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.
- E. Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

C.13 Background Screening

- A. DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.
- B. Contractors or contractor employees who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project.
- C. Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).
- D. Contractor employees who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to this project. Screening results indicating convictions of disqualifying offenses will result in a contractor employee not being

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allowed to work on this project. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

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

C.14 Contract Extension

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

C.15 DEO Responsibilities

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

C.16 Financial Consequences for Failure to Timely and Satisfactorily Perform

- A. Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5 Deliverable, Tasks, Performance Measures and Financial Consequences, of this Scope of Work will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, if the services/items are not timely and satisfactorily performed, or the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor may be assessed Financial Consequences as specified in Section C.5.
- B. If Contractor(s) has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, DEO, in its complete discretion, may grant a one-time waiver upon Contractor coming into compliance with the corrective action plan.
- C. 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.17 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.

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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.16) 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.18 Notification of Instances of Fraud

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

C.19 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this ITN. 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 ITN. 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 sections 435.03 and 435.04, Florida Statutes.

C.20 Change of Ownership

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

C.21 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.22 Errors and Omissions Insurance

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

C.23 Performance Bond

Contractor shall furnish state an annually renewable performance bond in an amount equal to twenty percent (20%) of the Contract value, within thirty (30) calendar days after the effective date of the Contract. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

- (a) Beneficiary – The State shall be named as the beneficiary of the bond. Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by the State directly to State.
- (b) Notice of Attempted Change – The State shall receive thirty (30) calendar days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
- (c) Premiums – The State shall not be responsible for any premiums or assessments of the bond.
- (d) Purpose of Bond - The performance bond is to protect the State against any loss sustained through failure of Contractor or any of its employees to faithfully perform the services required by the Contract. No payments shall be made to Contractor until the performance bond is in place.
- (e) To be acceptable to DEO as surety for performance bonds, the Surety Company shall:
 - i. Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in Florida,
 - ii. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code,
 - iii. Be in full compliance with the provisions of the Florida Insurance Code,
 - iv. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

Annually, before the anniversary date of the contract, the parties will negotiate the amount of bond for the next year. Either party may initiate a Change Order to change the bond and must negotiate for each future years based on the value, as determined at the time of each yearly negotiation, of the remaining deliverables (not based on payments made) utilizing the change order process. Such bond amount will not be modified unless agreed to prior to the end of the bond's annual renewal date.

The surety bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

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SECTION D
DEO VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 20-ITN-001-TH, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

In accordance with section B.38., above, the Respondent must list at least three (3) separate and verifiable clients , other than DEO, for which work similar to that specified in this solicitation has been performed, in the aggregate, for a period of at least five (5) continuous year(s). **An additional sheet may be used if necessary.** 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). Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

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

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

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

***Authorized Representative's Signature**

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

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

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**ATTACHMENT B
COST REPLY**

Instructions #1.

Initial Three (3) Year Term

	Cost for the 1st Year of Initial 3 Year Term	Cost for the 2nd Year of Initial 3 Year Term	Cost for the 3rd Year of Initial 3 Year Term
Customer Service Center Operations	\$	\$	\$
Customer Contact Center Operations	\$	\$	\$
Training Program	\$	\$	\$
Application Intake & Eligibility Operations – 21,770	\$	\$	\$
Regional Job Fairs – 4 minimum	\$	\$	\$
Duplication & Verification of Benefits Determinations – 6,743	\$	\$	\$
Housing Website	\$	\$	\$
System of Record	\$	\$	\$
Construction Management	\$	\$	\$
Construction Progress Inspections – 20,229	\$	\$	\$
Damage Assessment and Cost Repair Estimates – 6,743	\$	\$	\$
Environmental Reviews – 6,743	\$	\$	\$
Lead-Based Paint Assesments – 2,023	\$	\$	\$
Structural Assessment Reports – 1,349	\$	\$	\$
Elevation Certificates – 1,349	\$	\$	\$
Site-Specific Foundational Designs – 1,349	\$	\$	\$
Instructions #2. Subtotal	\$	\$	\$

Initial Three (3) Year Term Total \$ _____

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Instructions #1.

Three (3) Year Renewal Term

Cost Breakdown	Cost for the 1st Year Renewal	Cost for the 2nd Year Renewal	Cost for the 3rd Year Renewal
Customer Service Center Operations	\$	\$	\$
Customer Contact Center Operations	\$	\$	\$
Training Program	\$	\$	\$
Application Intake & Eligibility Operations – 21,770	\$	\$	\$
Regional Job Fairs – 4 minimum	\$	\$	\$
Duplication & Verification of Benefits Determinations – 6,743	\$	\$	\$
Housing Website	\$	\$	\$
System of Record	\$	\$	\$
Construction Management	\$	\$	\$
Construction Progress Inspections – 20,229	\$	\$	\$
Damage Assessment and Cost Repair Estimates – 6,743	\$	\$	\$
Environmental Reviews – 6,743	\$	\$	\$
Lead-Based Paint Assessments – 2,023	\$	\$	\$
Structural Assessment Reports – 1,349	\$	\$	\$
Elevation Certificates – 1,349	\$	\$	\$
Site-Specific Foundational Designs – 1,349	\$	\$	\$
Instructions #2. Subtotal	\$	\$	\$

Three (3) Year Renewal Term Total \$ _____

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Instructions #3.

GRAND TOTAL \$ _____
Initial Three (3) Year Term Total + Three (3) Year Renewal Term Total

Instructions:

1. Provide the yearly cost for each year of each category of the **Initial Three (3) Year Term**.
2. Add the prices in each column to provide a subtotal for each year. Then add the subtotals, to obtain the total for the **Initial Three (3) Year Term**.
3. Add the **Initial Three (3) Year Term** total to the **Three (3) Year Renewal Term** to provide the Grand Total .

***Authorized Representative's Signature**

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

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

**ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

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

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

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

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

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

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

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

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

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

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

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

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

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

INSTRUCTIONS:

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

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CERTIFICATION:

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

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

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

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

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

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

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

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

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

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

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

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

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**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their reply a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in: Customer Service/Intake operations, CDBG-Housing application processing, CDBG-Eligibility and Verification of Benefit determinations, Call Center operations, Residential Construction management, Environmental Review, Lead-Based Paint Assessments, Asbestos Abatement, CDBG-DR website development and content control, etc. as needed for a minimum of (five continuous years) as required by this specification and is qualified to provide the services for which he/she is listed.

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

NO SUBCONTRACTORS WILL BE USED:

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

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

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

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

Respondent Name: _____

Date: _____

***Authorized Representative’s Signature**

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

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

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**ATTACHMENT H
REFERENCE QUESTIONNAIRE**

Department of Economic Opportunity

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

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

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

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

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

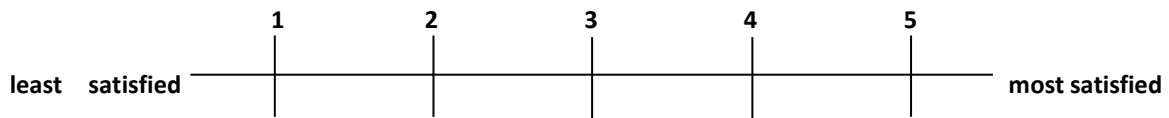
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Respondent.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



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

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

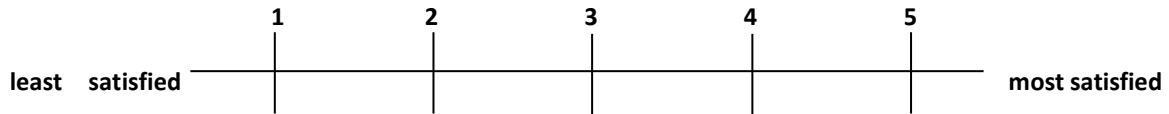
(6) How satisfied are you with the Respondent's ability to perform based on your expectations and according to the contractual scope of work?

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

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

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

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



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

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

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

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

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**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Technical Response Submittal	150
<p>Tab 1 – Introduction – Qualifications & General Experience</p> <p>Provide information on background, experience, and qualifications of the company. As part of the Technical Reply, the Respondent must submit resumes for the personnel assigned to work on this project describing their education, training, and work experience. The Respondent should provide evidence that each Respondent to be utilized in implementing this project has previous CDBG-DR related experience on a scale similar to the size set forth in the scope of work in this solicitation. Respondent must also include a list of all clients for whom you have provided CDBG-DR related services of similar scope in the past five (5) years. Respondents shall clearly articulate their qualifications as follows:</p> <ul style="list-style-type: none"> • Ability to demonstrate full spectrum recovery operations encompassing (but not limited to) customer communication, intake/eligibility operations, information technology (as evidenced by a system of record), internal auditing and compliance, construction management, and program closeout operations. • Demonstrate capability with an established ‘System of Record’ and adequate Information Technology experience to accomplish the scope of work. • Project Management experience in full spectrum disaster recovery operations. • Experience in finding and working eligibility cases for citizens who are of extremely low and low income in a rural disaster recovery operation. • Respondents must demonstrate the ability to provide full scale staffing within the Florida Office of Disaster Recovery Office (“ODR”) headquarters located at 107 E. Madison Street, Tallahassee, Florida 32399. Contractor shall co-locate with the ODR at ODR’s headquarters. In addition, Contractor shall maintain a physical office presence in Bay County during the duration of the recovery activities or until the DEO agrees to closure. 	10
<p>Tab 2 – Specific Prior Relevant Experience</p> <ul style="list-style-type: none"> • Demonstrate successful past firm experience that is similar to that necessary to perform the contract tasks identified in Sections C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, and C.6, Contractor Responsibilities with specific emphasis on the management of a state centralized housing program. • Include a list of all states and/or communities for whom the Respondent has provided services of similar scope and service, specifically state CDBG-DR efforts in the past five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Respondent served in each. 	20

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<ul style="list-style-type: none"> • Description of the outcomes of monitoring reports and audits conducted by the U.S. Department of Housing and Urban Development (HUD), HUD’s Office of Inspector General (OIG) or an OIG of State or local programs where the review period coincided with the Contractor’s or any subcontractor’s agreement with the government. If the audit resulted in programmatic findings that did not result in disallowed cost, please address if they are ongoing or how they were resolved. If findings resulted in disallowed cost, please include if they are ongoing or how they were resolved. This requirement applies to all work performed even if the Respondent or any of its subcontractors performed any of the tasks identified in this section or elsewhere in this solicitation, including its attachments, under a “Doing Business As” filing or any other fictitious title aside from its formal corporation’s title. • Description of experience managing a state housing program, including specific explanations of the roles the Respondent played under this model. 	
<p>Tab 3 – General Management General Management for all aspects of this project, including a comprehensive list of all subcontractors to be used at any stage of the project.</p>	5
<p>Tab 4 - Intake and Eligibility Operations</p> <ul style="list-style-type: none"> • The Respondent must describe their Intake and Eligibility Operations system that will ensure high quality, responsive and timely customer service from application intake through file close-out. • The Respondent must explain their method to document eligibility and no duplication of benefits. • The Respondent must explain their method to provide quality control/checks and balances for eligibility and duplication of benefits. • The Respondent must explain how they will coordinate with other state agencies, Volunteer Organizations Active in Disasters (VOADs), Long-Term Recovery Groups, and Disaster Case Managers and sub-contractors as deemed appropriate by the state. 	20

<p>Tab 5 – Customer Service Centers</p> <ul style="list-style-type: none"> • The Respondent must explain how they will set up Customer Service Center operations in order to provide the most effective service for applicants in a timely manner and in compliance with the Disaster Housing Assistance program. • The Respondent must provide the number of Customer Centers needed and in what counties in order to provide timely and compliant disaster housing assistance. • The Respondent must explain how the Customer Service Centers will be staffed and how staff will be trained to ensure timely and compliant, disaster recovery housing assistance. <p>The Respondent must explain how the Customer Service Centers will accommodate applicants with disabilities.</p>	<p>20</p>
<p>Tab 6 – Construction Management</p> <p>The Respondent must describe how they will establish and provide adequate construction management for projects. The description must demonstrate:</p> <ul style="list-style-type: none"> • Construction management experience for comprehensive disaster recovery operations. • The Respondent’s ability to design a system to provide comprehensive construction management from notice to proceed and initial inspection, to final inspection and close-out of the file. • The Respondent’s ability to ensure construction meets or exceeds current industry construction quality standards. Ensuring energy efficiency and resiliency where practicable and cost effective. • The Respondent’s ability to direct, conduct, or manage a program that facilitates thorough damage assessments of hurricane impacted housing units within 30 days of request. • The Respondent’s ability to direct, conduct, or manage a program that facilitates the completion and submission of thorough resident structural assessments within 30 days of request. • The Respondent’s ability to direct, conduct, or manage a program that facilitates the completion of HUD-compliant environmental reviews within 45 days of request. All federal regulations regarding lead-based paint, environmental review, housing quality standards, procurement, labor standards, etc. apply to this program. The Respondent will perform an environmental review and on-site inspection of damages upon completion of all verification required by the Program. An environmental review must be performed on each homeowner’s property for that property and the homeowner to be eligible for the program. • The Respondent’s ability to direct, conduct, or manage a program that provides elevation certificates when necessary within 45 days of request. • The Respondent’s ability to conduct feasibility of repair analysis on all program eligible structure types. Properties with repair and/or elevation cost estimates that meet or exceed 75% of a comparable reconstruction or replacement house as determined by standard operating procedures and policies will provide homeowners the option to select a reconstructed or 	<p>20</p>

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<p>replacement house. Properties with repair and/or elevation cost estimates that meet or exceed a comparable reconstruction or replacement house will be limited to reconstruction or replacement as a more cost reasonable option.</p> <ul style="list-style-type: none"> • The Respondent’s capacity to conduct construction progress and final inspections in line with Florida Building Code and Florida Green Building Standards. All inspections are required to be completed within 14 days of request. • The Respondent’s ability to administer temporary housing assistance for qualified applicants as required. 	
<p>Tab 7 – Training Plan The Respondent must describe how they will establish a training and testing program to ensure all trainees can demonstrate a sufficient understanding of Community Development Block Grant – Disaster Recovery (CDBG-DR) requirements, program policies and procedures, with proper documentation of completion and testing.</p>	<p>5</p>
<p>Tab 8 – Compliance/Audit/Close-Out/Disallowed Costs Compliance Programs</p> <ul style="list-style-type: none"> • The Respondent must describe their compliance testing and oversight plan to ensure the program policies and procedures are being followed appropriately. • The Respondent must provide a plan related to external audits completed by federal and state agencies during the course of this contract and the audits to be conducted after the contract has ended. • The Respondent must provide detailed information of the interaction between Repondent’s staff and the State’s internal and contracted audit team and describe this team’s ability to review compliance reports and other internal documentation. • The Respondent must porovide final grant close out procedures and a plan for the Respondent and the State to exchange all necessary grant, construction, Intake/Eligibility Operations and other programmatic files whether in paper or electronic copies. • The Respondent must provide detailed information on how disallowed costs will be handled and addressed during the course of this contract. • The Respondent must describe their ability to establish and maintain a comprehensive monitoring plan for both Davis-Bacon and Section 3 as required. 	<p>20</p>
<p>Tab 9 – Customer Service Plan The Respondent must provide a customer services plan outlining the strategies and methods for providing the best customer service throughout the term of the contract.</p>	<p>20</p>

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<p>Tab 10 – Timeline The Respondent must provide a detailed timeline for the contract. The timeline should include required tasks and durations for implementation, fulfillment and close-out of all contract requirements.</p>	10
B. Past Performance References	20
C. Cost Reply	30
D. Total Possible Points for the Response Submittal	200 Points

NOTE: The maximum available points (30 points in total) for the Cost Reply Submittal will be awarded to the Respondent with the lowest responsive Cost Reply. The remaining replies from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

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

- A = Lowest responsive Cost Reply
- B = Actual responsive Cost Reply for each of the other Respondents
- C = Pro rata portion (percentage) assigned for each of the other Respondents
- M = Maximum Points Available for the Cost Reply (= 30 points)
- P = Points Awarded to each of the other Respondents

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**ATTACHMENT J
INTENT TO SUBMIT REPLY**

(THIS ATTACHMENT DOES NOT APPLY TO THIS ITN)

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**ATTACHMENT K
TECHNICAL QUESTIONS SUBMITTAL FORM**

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

Respondent's Name: _____

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

*Add rows as necessary.

***Authorized Representative's Signature**

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

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

ATTACHMENT L
REPLY PACKAGE CHECKLIST

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

Check off each of the following:

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

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

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

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

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

___ 5. The Intent to Submit Reply (Attachment J) has been submitted per Section B.6. (If applicable)

___ 6. Signed and sealed Reference Questionnaire's (Attachment H) from the required three (3) references (Attachment A) have been included as required.

___ 7. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

___ 8. The Respondent's reply addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

___ 9. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

___ 10. The http://www.myflorida.com/apps/vbs/vbs_main_menu website has been checked and any Addendums posted have been reviewed.

___ 11. The original reply must be received, at the location specified, prior to the Reply Opening Date and Time designated in the Invitation to Negotiate Document.

___ 12. The Respondent shall submit one (1) signed original Technical Reply and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Reply (on compact disc or USB drive). The original shall be labeled "Original Technical Reply" and all copies shall be labeled "Technical Reply Copy." The original and copies may then be submitted together.

___ 13. The Respondent shall submit one (1) signed original Cost Reply and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Reply (on compact disc or USB drive). The

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original shall be labeled "Original Cost Reply" and all copies shall be labeled "Cost Reply Copy." The original and copies may then be submitted together.

___ 14. If Respondent considers any portion of its Technical/Cost Reply to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the reply titled "Redacted Copy" on compact disc or USB drive.

___ 15. On the lower left hand corner of the envelope transmitting your original reply, write in the following information:

Solicitation Number: **20-ITN-001-TH**

Title: **DR Regulatory Support Services**

Reply Opening Date & Time: **August 3, 2020 @ 3:00pm EST**