

SCOPE OF WORK

A Purchase Order will be issued between the State of Florida, Department of Commerce (“FloridaCommerce”), and _____ (“Contractor”). FloridaCommerce and Contractor may be referred to herein individually as a “Party” and collectively as “the Parties.”

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; FloridaCommerce Vendor Core Contract; State Term Contract (STC) Number 80101500-20-1; Management Consulting Services; and subsection 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsection 287.058(1), F.S., are hereby incorporated by reference.

1.0 General Description and Program Goal

Under the direct supervision of the FloridaCommerce Contract Manager, the Contractor shall assist FloridaCommerce, Office of Long-Term Resiliency (OLTR) by providing Program and Contract Administration Services for its Community Development Block Grant – Disaster Recovery (CDBG-DR) program. These services will include general Oversight Monitoring Services, specifically Construction Monitoring, other programmatic monitoring, and fiscal monitoring for the implementation and administration of the CDBG-DR program.

The CDBG-DR Program is funded by the U. S. Department of Housing and Urban Development (“HUD”) for long-term disaster recovery. On February 3, 2022, HUD issued 87 Fed. Reg. 23, awarding \$113,191,000, with an additional award of \$74,192,000, which allocated a total award amount of \$187,383,000 in grant funds to State of Florida (State) to assist hard-hit areas in the State to recover from Hurricane Sally. If the State receives additional allocations from HUD for Hurricane Sally, Contractor shall be prepared to perform additional monitoring of these funds. The Disaster Recovery Program is described in the Action Plan and any associated amendments which were or will be submitted to HUD, may be viewed online at the link below:

[Hurricane Sally Action Plan](#)

Management Consulting Services will be in accordance with the tasks outlined below. Contractor(s) will be paid the fixed hourly billable rates proposed or lower negotiated rates for all “programs” served, per State Term Contract 80101500-20-1.

The goal of these services is to ensure performance and compliance in work being performed under the CDBG-DR program implemented by FloridaCommerce. To accomplish this goal, the Contractor shall be responsible for QA/QC monitoring, programmatic, and fiscal monitoring over the CDBG-DR programs. The Contractor shall work closely with FloridaCommerce staff, vendors, and subrecipients, to ensure that the objectives and performance expectation of the program are met, expenditures are allowable, internal controls are sufficient, and process and quality improvements and efficiencies are implemented.

HUD describes monitoring and auditing activities as integral management control techniques and a Government Accountability Office Standard. The monitoring process will provide FloridaCommerce with information about the work being performed by its Contractors that is critical for making informed judgements about CDBG-DR program effectiveness and management efficiency. Monitoring is also helpful in identifying and reducing compliance problems and identifying fraud, waste, and abuse.

1.1 Contractor Responsibilities

The Scope of Work presented is based upon circumstances existing currently. FloridaCommerce reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract resulting from this Request for Quote (RFQ). This Scope of Work addresses the need for subject matter experts to assist FloridaCommerce in performing the tasks and services described below.

Contractor shall assist FloridaCommerce with the following:

- A. Provide expertise and guidance to FloridaCommerce staff and the OLTR Director or designee) in Overall Monitoring of the CDBG-DR Program, including but not limited to:
 1. Programmatic and Fiscal Monitoring
 2. Internal Controls
- B. Responsible for successfully evaluating, reviewing, monitoring, and reporting the results of the work performed on the CDBG-DR program.
***Note:** Programmatic and Fiscal Monitoring procedures must adhere to State and federal regulations.*
- C. Assist in the development and review of policies and procedures to ensure that the CDBG-DR program is operated in an accurate, efficient, effective, and accountable manner.
- D. Test and report on the operations and effectiveness of the CDBG-DR program.
- E. Monitor and test procedures to detect fraud, waste, and abuse of the CDBG-DR funds.
- F. Develop and monitor controls to eliminate duplication of benefits from insurance companies, Federal Emergency Management Assistance (FEMA), and other sources of funds.
- G. Develop and execute monitoring procedures to test compliance with federal and state regulations and compliance with FloridaCommerce's agreement with HUD.
- H. Assist in developing and managing internal quality control processes to ensure consistency among many construction contractors.
- I. Design and produce reports as required by FloridaCommerce and other stakeholders upon request and approval by FloridaCommerce.
- J. Directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract.
- K. Provide technical assistance and guidance to the OLTR staff on the execution of programmatic activities as directed by the OLTR Director or Bureau Chief of Business Economic Recovery.
- L. Utilize the FloridaCommerce's owned System of Record (SOR) along with other software required for the success of the CDBG-DR program.

- M. Develop and execute processes for monitoring compliance with federal and State regulations and compliance with FloridaCommerce’s contractual agreements with HUD.
- N. Provide the designated FloridaCommerce staff weekly progress reports by 5:00 PM, EST (reference 2.2, Service Times) each Friday and meet in person or hold a conference call with designated FloridaCommerce staff at a minimum of every month to convey an overall progress of the monitoring duties.
- O. Issue reports that include recommendations, findings, and issues of noncompliance, which have been based on the monitoring performed under this contract.
- P. Monitoring will be conducted through a combination of haphazard and random sampling and when necessary, require physical inspection of work that has been completed. Monitoring activities include but are not limited to:
 - 1. Monitor the document, data collection, and archiving processes to ensure compliance with HUD’s program rules and other laws and regulations applicable to the CDBG-DR program.
 - 2. Monitor the vendor responsible for administering the CDBG-DR program funds to ensure compliance with the deliverables and performance measure and benchmarks outlined by FloridaCommerce or HUD and provide reports that document the results of the monitoring.
 - 3. Monitor the vendor responsible for the administration of the CDBG-DR program to ensure its subrecipient compliance with reporting, federal and State regulations, and FloridaCommerce’s contractual agreement with HUD.
 - 4. Monitor the activities of the CDBG-DR program including reviewing files, interviews with contractors and clients, testing internal controls, testing expenditures, and reviewing policies and procedures.
- Q. Provide sufficient, appropriate control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records would be required:
 - 1. Records providing a full description of each activity.
 - 2. Records verifying that activity meets national objectives.
 - 3. Records related to demonstrating eligible activities.
 - 4. Records related to document activity related to real property.
 - 5. Records documenting compliance with the fair housing and equal opportunity requirements.
 - 6. Financial records and reports required by FloridaCommerce.
 - 7. Performance reports required by FloridaCommerce.

- 8. Records supporting any specific requirements of the grant.
- 9. Assist the FloridaCommerce staff with preparation for all HUD and FloridaCommerce monitoring and audits.
- R. Perform other support and consulting functions as required by FloridaCommerce.

1.2 Deliverable, Tasks, Performance Measure and Financial Consequences

Requests for services from the OLTR will come in the form of task orders which will describe the Scope of Work, deliverable, budget, and schedule as described herein. The completion of each task order shall constitute a deliverable.

Contractor agrees to perform the following:

Deliverable No. 1– Overall Monitoring (Hurricane Sally)		
Tasks	Performance Measures	Financial Consequences
Perform programmatic monitoring and fiscal monitoring over the CDBG-DR program, as described herein. Provide status updates and written reports with findings and any identified issues weekly by 5:00 PM, EST, the following Monday. Provide one monthly report detailing all activities performed for FloridaCommerce on or before the 5th of each month, as specified herein. If the 5th falls on a weekend or holiday, the due date is the following business day.	Provide FloridaCommerce with updates and written reports with findings and other identified issues, as determined by FloridaCommerce staff. Performance must be to the satisfaction of FloridaCommerce staff.	Failure to complete the deliverable by the due dates will result in a \$100/per day reduction of the deliverable amount for each business day delinquent beyond the due date.
		Deliverable 1 - \$Cost

2.0 Staff Qualifications and Performance Criteria

Contractor shall possess the professional and technical staff necessary to perform the management consulting services required by this contract and the staff shall have sufficient skill and experience to perform the services assigned to them.

All the management consulting services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among management consulting professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor staff shall render services identified by FloridaCommerce and shall be paid on a fixed hourly billable rate proposed or lower negotiated rates for all “programs” served, per STC 80101500-20-1. Contractor shall maintain, during the term of the Contract, all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the management consulting services.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, whenever on FloridaCommerce premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by FloridaCommerce’s employees and vendors.

To fulfill the duties included within the proposed services, the Contractor will need competent and qualified project staff, which may include but is not limited to a Program Manager, Project Managers, and Project Associates/IT Specialist. The qualification for each of the positions are listed below:

1. Principal/Program Manager (Principal Consultant)

The Program Manager provides oversight of the contract and serves as the principal point of contact on behalf of the Contractor. The Program Manager supervises all staff to ensure that all deliverables and deadlines are met.

The Program Manager should possess the qualifications identified below:

- A four (4) year bachelor’s degree from an accredited university; relevant advanced degrees and/or certifications such as master’s degree in a business or technical discipline are preferred.
- Fifteen (15) or more years of professional level experience managing major programs, projects, or business units, and requiring a complex network of functional area coordination.
- At least five (5) years of Community Development Block Grant (CDBG) housing or FEMA, Hazard Mitigation Grant Program (HMGP) experience at the federal, State, or local level and/or private sector. A working knowledge of regulatory and statutory compliance requirements for CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.

- Ability to provide contractual administration and broad oversight and direction for Contractor services related to the OLDR hurricane recovery effort.
- Ability to coordinate with internal and external stakeholders of the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.
- Knowledge and skills in management and supervision, effective leadership, oral and written communication, and management of multiple tasks.
- Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
- Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.
- Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises Project Managers. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with grantees, sub-recipients, contractors, OCDR personnel, staff, and other interested parties regarding all aspects of program operations. Makes effective presentations as required.

2. Project Manager (Senior Consultant)

The Project Manager is responsible for maintaining the progress, mutual interaction between staff and the vendor being monitored, and reporting on various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs.

The Project Manager should possess the qualifications identified below:

- A four (4) year bachelor's degree from an accredited university; relevant advanced degrees and/or certifications such as master's degree in a business or technical discipline are preferred.
- Ten (10) or more years of professional level project/program management experience leading major programs or projects.
- Project Management Professional (PMP) certification is preferred.
- Ability to provide day-to-day direction, guidance, and decision making for operations involving Contractor services for the hurricane recovery effort.
- Four (4) years of experience in hazard mitigation, housing, community development, economic development, construction management or related fields. Experience with CDBG housing and/or FEMA hazard mitigation programs or similar programs/projects is preferred.
- Must have the discipline to create clear and attainable objectives and to see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project.

- Ability to track project performance, specifically to analyze the successful completion of short- and long-term goals.
- Experience with process improvement and inventory control.
- Knowledge and skills in management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
- Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
- Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCDR and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with grantees, sub-recipients, contractors, OCDR staff, and other interested parties regarding all aspects of program operations.

3. Assistant Project Manager Consultant / Junior Consultant)

The Associate Project Manager to assist the Project Manager with maintaining the progress, mutual interaction and reporting on various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs.

The Assistant Project Manager should possess the qualifications identified below:

- A four (4) year bachelor's degree from an accredited university; relevant advanced degrees and/or certifications such as a master's degree in a business or technical discipline are preferred.
- Three (3) or more years of professional level leadership assistance of major programs or projects.
- Assists the Project Manager with providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OLDR hurricane recovery effort.
- Knowledge and skills in management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
- Assists the Project Manager with the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCDR and management. Plans, reviews,

and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, sub-recipients, contractors, OCDR staff, and other interested parties regarding all aspects of program operations.

4. Project Associate (Junior Consultant / Program and Administrative Support)

The Project Associate should maintain a complete understanding of all applicable program policies, requirements, and procedures, and monitors or samples review files within the policies and procedures established. The Project Associate may assist with monitoring construction work, customer services, program reporting, and documentation of process and procedures. These tasks may include monitoring, tracking and reporting applications within multi-functional areas of operations with little or no direct supervision. Project Associates may specialize in specific subjects within the functional area.

The Project Associate should possess the qualifications identified below:

- A four (4) year bachelor's degree from an accredited university. Three (3) years of relevant experience may substitute for the degree.
- At least three (3) years of experience relevant to the functional area and/or experience providing specialized advisory service, which may include construction, financial, housing, and/or related industry knowledge. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
- Ability to manage effectively with or without subordinates.
- Knowledge, skills, and abilities necessary to perform the job function with little to no supervision, while remaining acutely aware of timelines, meeting deadlines, and performance measures.
- Ability to acquire a working knowledge of applicable rules and regulations and the ability to provide technical assistance for the FloridaCommerce's CDBG-DR Program.
- Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
- Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

5. IT Reporting Specialist (Program and Administrative Support)

The IT Reporting Specialist will advise management on the selection of information systems and data to ensure alignment with business processes and software. They will be responsible for the reporting from information systems while comprehending the operational process of FloridaCommerce's CDBG-DR Program. They will also be

responsible for creating reports and documenting business functions and processes.

The IT Reporting Specialist should possess the qualifications identified below:

- A four (4) year bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
- Five (5) or more years of reporting-level technical experience that includes the oversight of system data.
- Ability to manage effectively with or without subordinates.
- Ability to analyze information using broad and deep knowledge of both the business and the technical aspects of all data systems.
- Experience in Structured Query Language (SQL) including writing queries, creating tables, data loads, database administration.
- Advanced skills using Microsoft Office Suite – Excel, Access, PowerPoint, and Outlook.

A. Monitoring

To fulfill the duties included within the proposed services, the Contractor will need competent and qualified project staff to provide Financial and Programmatic Monitoring. The qualification for each of the positions are listed below:

1. **Financial Monitoring** – The Contractor shall, at a minimum, provide competent and adequately trained personnel with the knowledge, experience, and expertise necessary to perform the scope of work outlined herein. Preference will be given to responses that demonstrate the assigned team leader(s) possess an active Certified Public Accountant (CPA) license.
2. **Programmatic Monitoring** – The Contractor shall, at a minimum, provide competent and adequately trained personnel with the knowledge, experience, and expertise necessary to perform the scope of work outlined herein and as outlined below:
 - The Contractor's personnel must have experience in Davis-Bacon Act requirements for any construction or engineering related project.
 - The Contractor's personnel must be knowledgeable of CDBG-DR and all HUD requirements listed in 83 FR 5844 and federal and state regulations related to housing services, infrastructure, and business and economic revitalization projects.

2.1 Staffing Changes

FloridaCommerce reserves the right to direct personnel changes at its sole discretion. Contractor may make staffing changes or cost shifting of staff assigned to this project only with prior review and written approval of FloridaCommerce's Contract Manager. FloridaCommerce may withhold approval at its sole discretion. FloridaCommerce's Contract Manager must be notified in writing at least 10 days prior to a potential change in staff. Notifications must include the candidate's name, resume, position, title, starting date, and references. FloridaCommerce's Contract Manager reserves the right to interview all potential staff prior to beginning work on the project. FloridaCommerce reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

If a staffing change occurs, with each invoice submitted thereafter, Contractor shall also submit a copy of the notification letter citing the applicable staffing changes as approved, signed, and dated by FloridaCommerce's Contract Manager.

2.2 Service Times

The Contractor shall maintain hours of operation between 8:00 AM EST and 5:00 PM EST, Monday through Friday, not including any federally recognized holidays.

2.3 Method of Payment/Invoice

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

Contractor shall submit invoices to FloridaCommerce Contract Manager 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 FloridaCommerce Contract Manager listed herein with questions.

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), F. S.

Contractor shall submit with the invoice all documentation to support any reimbursements to FloridaCommerce for review.

2.4 Background Screenings

FloridaCommerce 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 FloridaCommerce.

Contractor or Contractor's employees, agents, or subcontractors, who in the performance of this Contract will be assigned to work in a position determined by FloridaCommerce to be a position of special trust are required to submit to a Level Two (2) background screening and be approved to work in a special trust position prior to being assigned to this project.

Level Two (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).

In accordance with section 112.011, F.S., Contractor or Contractor's employees, agents, or subcontractors who have been convicted of Disqualifying Offenses, shall not be assigned to this Contract. Disqualifying Offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar felony or first-degree misdemeanor offenses directly related to the position sought. Screening results indicating convictions of Disqualifying Offenses will result in a contractor, contractor employee, agent, or subcontractor not being allowed to work on this Contract.

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 FloridaCommerce and will be maintained by FloridaCommerce. FloridaCommerce's Contract Manager will provide written approval/disapproval of the Contractor's employees, agent, or subcontractor to the Contractor. Contractor employees, agents, or subcontractors are prohibited from performing any work under this project until written approval of the employee is received from FloridaCommerce's Contract Manager. FloridaCommerce reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this project.

2.5 Contract Extension

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

2.6 Employment Verification (E-Verify)

- A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

2.7 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with FloridaCommerce if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel. At the time Contractor submits a bid or proposal for this Contract, Contractor must certify that it is not participating in a boycott of Israel. FloridaCommerce may terminate this Contract at its option if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition to the provisions in the preceding paragraph, if the value of this contract is \$1,000,000 or more, not including renewal years, Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with FloridaCommerce if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Furthermore, at the time Contractor submits a bid or proposal for such a contract, Contractor must also certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. FloridaCommerce may terminate this Contract at its option if Contractor is found to have submitted a false certification under this section 2.4, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in

business operations in Cuba or Syria.

2.8 Antitrust Violations

Pursuant to section 287.137(2)(a), F.S.:

a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

3.0 FloridaCommerce Contract Liaison(s)

FloridaCommerce designates as its Contract Manager, Allison Bryant, Compliance Manager, Office of Long-Term Resiliency who may be contacted by telephone at (850) 921-3276 or by email at Allison.Bryant@commerce.fl.gov.

FloridaCommerce designates as its Procurement Officer, Roberta Lewis, who may be contacted for solicitation questions via email at FloridaCommerce.Purchasing@commerce.fl.gov.

4.0 Contract Period

The Contract effective date shall be the Contract execution date and shall end on the Contract end date unless terminated sooner. This Contract shall be in effect for 36 months ("Contract Period"). The Contract Period shall be contingent upon renewal of STC 80101500-20-1, which expires August 31, 2024, and the Contractor is contracted to provide services under the renewed STC 80101500-20-1.

If STC 80101500-20-1 is not renewed and the Contractor is not contracted to provide services under the renewed STC 80101500-20-1, then this Contract shall end August 30, 2025. FloridaCommerce, at its discretion, may renew the Contract up to an additional three (3) one-year periods. Renewals are contingent upon availability of funds, satisfactory performance evaluations by FloridaCommerce, renewal of STC 80101500-20-1, if applicable, and shall be at the discretion of FloridaCommerce.

Renewals must be in writing and are subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the Parties. Extension of the Contract shall be at FloridaCommerce's sole discretion and in compliance with section 287.057(13), F.S.

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
Job Title	State Term Contract Maximum Hourly Rate	FloridaCommerce Discounted Labor Rate	Estimated Total Hours	Total Cost
Principal Consultant	\$	\$		\$
Senior Consultant	\$	\$		\$
Consultant	\$	\$		\$
Junior Consultant	\$	\$		\$
Program & Administrative Support	\$	\$		\$
TOTAL				\$

FloridaCommerce’s performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Legislature. See § 287.0582 Florida Statutes.

- A) 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), F.S.
- B) Contractor shall submit with the invoice all documentation to support any reimbursements to FloridaCommerce for review.

5.0 Confidentiality and Safeguarding Information

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@FloridaCommerce.fl.gov, or by mail at Department of FloridaCommerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Contractor shall keep and maintain public records, as defined in section 119.011(12), F.S., required by FloridaCommerce to perform of this Contract. Upon request from FloridaCommerce, Contractor shall provide FloridaCommerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law. If the Contractor submits records to FloridaCommerce that are confidential and exempt from public disclosure are trade secrets or proprietary confidential business information, such records should be clearly marked and identified as such by the Contractor prior to submittal to FloridaCommerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to FloridaCommerce serves as the Contractor's waiver of a claim of exemption.

Except as necessary to fulfill the terms of this Contract and with the permission of FloridaCommerce, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or FloridaCommerce.

Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable FloridaCommerce Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a

breach of contract.

Contractor shall notify FloridaCommerce in writing of any disclosure of unsecured confidential information of FloridaCommerce by Contractor, its employees, agents, or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to FloridaCommerce any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of FloridaCommerce information in Contractor's possession or electronic interference with FloridaCommerce operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to FloridaCommerce not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by FloridaCommerce's Information Security Manager, at Contractor's sole expense.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with the provisions of section 501.171, Florida Statutes. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, at Contractor's sole expense, but only after receipt of FloridaCommerce's approval of the contents of the notice. If requested by FloridaCommerce, Contractor will include credit monitoring services at Contractor's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period of time following the breach. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

Upon completion of this Contract, Contractor shall, at no cost, transfer to FloridaCommerce all public records in possession of Contractor or, at no cost, keep and maintain public records required by FloridaCommerce to perform work. Contractor may be asked to upload all FloridaCommerce into our state- owned System of Record (SOR) under this Contract. If Contractor transfers all public records to FloridaCommerce upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FloridaCommerce, upon request from FloridaCommerce's custodian of public records, in a format that is compatible with the information technology systems of FloridaCommerce.

6.0 Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and FloridaCommerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages exclusively caused by the negligent act or omission of the State or FloridaCommerce.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and FloridaCommerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to FloridaCommerce's misuse or modification of Contractor's products or FloridaCommerce's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for FloridaCommerce the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure FloridaCommerce the right to continue using the product, Contractor shall remove the product and refund FloridaCommerce the amounts paid in excess of a reasonable rental for past use. FloridaCommerce shall not be liable for any royalties.

Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or FloridaCommerce giving Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or FloridaCommerce in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

7.0 Termination

7.1 Termination Due to the Lack of Funds

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, FloridaCommerce may terminate this Contract upon no less than 24 hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. FloridaCommerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

7.2 Termination for Cause

FloridaCommerce may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, as

determined solely by FloridaCommerce, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Contractor shall continue work on any work not terminated. The rights and remedies of FloridaCommerce in this clause are in addition to any other rights and remedies provided by law or under the Contract.

7.3 Termination for Convenience

FloridaCommerce, by written notice to Contractor, may terminate the Contract in whole or in part when FloridaCommerce determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

8.0 Financial Consequences for Non-Performance:

Financial consequences shall apply for non-performance of the Contract by a Contractor. The State shall apply financial consequences identified in section 8.1 to Purchase Orders or Contracts issued by FloridaCommerce. In addition:

In the event that a deliverable is deemed unsatisfactory by the FloridaCommerce, the Contractor shall reperform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to FloridaCommerce, within the timeframe established by FloridaCommerce.

Failure to respond to a FloridaCommerce request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

8.1 Financial Consequences for Failure to Comply with Purchase Order Requirements:

In addition to those remedies outlined in section 8.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the FloridaCommerce purchase order, Contractor shall pay to FloridaCommerce financial consequences for such failures, unless FloridaCommerce, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the purchase order will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the Contract. This amount shall be reflected as a credit on the invoice submitted to FloridaCommerce. FloridaCommerce at its sole discretion shall determine when the Contractor is failing to comply and FloridaCommerce at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages. Contractor waives all rights to challenge the validity of the financial consequences or claim they constitute a penalty.

8.2 Exceptions to Application of the Financial Consequences Provision of the STC:

Contractor may be excused for failing to provide qualified staff as required by the terms of this Contract if such failure is beyond the control of Contractor and is approved, in writing, by FloridaCommerce. Excusals may be approved for such events as, but not limited to:

- a) Acts or omissions of FloridaCommerce, any other State agency, or third parties other than Contractor's subcontractors providing services to or for FloridaCommerce;
- b) Announcement of new legislation affecting the deliverable;
- c) Unofficial media announcements relating to state/federal changes to legislation; or
- d) Federal guidance impacting the deliverable.

Contractor shall advise FloridaCommerce in writing as soon as possible after learning of any circumstance or occurrence which has affected or will affect Contractor's ability to achieve any of the Section 1.2 Deliverables. In no event shall notice to FloridaCommerce be provided more than 72 hours after such circumstance or occurrence. FloridaCommerce shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable.

9.0 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State. Contract documents include the terms and conditions of this solicitation, and any addenda to it, Contractor's response, purchase orders issued in accordance with the Contract, STC 80101500-20-1, MyFloridaMarketplace (MFMP) Terms and Conditions, FloridaCommerce Vendor Core Contract, and the contract issued as a result of this request for quote. This Scope of Work will supersede Contractor's response in the event of any conflicting provisions.

FloridaCommerce reserves the right to make modifications to this Contract if it is deemed to be in the best interest of FloridaCommerce or the State.

FloridaCommerce reserves the right to issue a purchase order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The purchase order will incorporate the MFMP Terms and Conditions, this Scope of Work and any Attachments and Addenda thereto, STC 80101500-20-1, FloridaCommerce Vendor Core Contract, and the relevant portions of the Contractor's Response. Any pre-printed purchase order terms and conditions included in the Contractor's forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the purchase order/Contract, the order of precedence for the documents is as follows:

1. Scope of Work including any Attachments and Addenda
2. FloridaCommerce Vendor Core Contract
3. STC 80101500-20-1
4. Purchase Order, if applicable
5. MFMP Purchase Order Terms and Conditions, if applicable
6. Contractor's Response

10.0 Governing Laws

Contractor agrees that this Contract is executed and entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

11.0 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 FloridaCommerce and/or its employees, under this Contract shall be the property of FloridaCommerce. 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 FloridaCommerce and that such works shall, upon their creation, be owned exclusively by FloridaCommerce. To the extent that any such works may not be considered works made for hire for FloridaCommerce under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to FloridaCommerce the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

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12.0 Submission of Responses

1. Responses must be submitted electronically through the Procurement Officer as outlined in section 3.0. FloridaCommerce will award the Contract to the Response deemed to be the best overall value to the State. The Response must include:
 - a. A Cost Response, which shall:
 - i. Include a response for a pricing approach to complete each job title, including the estimated hours, and hourly rate to provide all services and deliverables specified in this RFQ; and
 - ii. Include pricing not to exceed the Respondent’s STC rates.
 - b. Description of Contractor’s relevant experience implementing and/or managing a disaster recovery program.
 - c. Biographies and resumes of proposed key personnel who will perform the services in accordance with the Scope of Work.
 - d. Provide resumes for each of the three (3) full-time positions provided for the period of the Contract or for a period otherwise determined by FloridaCommerce. Each resume shall include a detailed list of projects demonstrating where each individual has previously provided similar services as those stated in this RFQ.
 - e. Description of the company’s organization capacity.
 - f. References (Attachment A) from three (3) separate clients, other than FloridaCommerce, for which Contractor performed work similar to that specified in this Scope of Work.
2. Responses are due according to the anticipated schedule below:

Activity	Date
Issue RFQ	04/04/2024
Technical Questions Due to Department	04/12/2024 @ 4:00 PM EST
Department Responses	04/26/2024
Deadline to submit Response Via Email	05/10/2024 @ 4:00 PM EST
Anticipated Award date	05/24/2024
Anticipated Contract Start Date	06/01/2024

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**ATTACHMENT A
 REFERENCE FORM**

Respondent's Name: _____

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

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

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

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least five (5)	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**