

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
REQUEST FOR QUOTE  
18-RFQ-008-BM, Management of CDBG-DR for Hermine/Matthew  
SCOPE OF WORK**

A Purchase Order will be issued between the State of Florida, Department of Economic Opportunity, hereinafter referred to as “DEO” and \_\_\_\_\_, hereinafter referred to as “Contractor.”

The Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; State of Florida Action Plan for Disaster Recovery; Alternate Contract Source Number 680-GSA; GSA Schedule 84; Security, Fire, and Law Enforcement Products and 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.

**I. General Description**

Under the direct supervision of the DEO Project Manager, the Contractor will assist DEO by providing the expertise necessary through Management of CDBG-DR services for Hurricanes Hermine and Matthew in accordance with the tasks, performance measures, and financial consequences outlined below.

**II. Timeline**

Important dates/times related to RFQ events are listed below. All times are Eastern Standard Time, and are subject to change.

DATE	TIME	EVENT
3/1/2018	5:00 p.m.	Release of Request for Quotes (RFQ)
3/5/2018	2:00 p.m.	Technical Questions due to DEO
3/7/2018	5:00 p.m.	DEO Responds to Technical Questions (Anticipated)
3/12/2018	2:00 p.m.	Quotes due (via E-mail)
3/14/2018	5:00 p.m.	DEO selects vendor(s) for Services (Anticipated)
4/1/2018	5:00 p.m.	Anticipated contract start date

**A. Purpose**

DEO is soliciting proposals for a full-service Contractor to provide program and contract administration services for Florida’s Community Development Block Grant Disaster Recovery (CDBG-DR) program. The Contractor shall assist with the implementation and administration of CDBG-DR related to Hurricanes Hermine and Matthew, provide assistance to Florida’s units of general local governments (UGLGs) and ensure adherence to state and federal regulations..

## **B. Overview**

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

Public Law 114-254 appropriated \$1.8 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to be distributed to the various states that received a presidential disaster declaration in 2016. Of this, the state of Florida was originally allocated \$58,602,000 to assist in recovery from Hurricanes Hermine and Matthew. After this initial allocation, Public Law 115-31 further allocated \$59,335,000 to Florida, for a total allocation of \$117,937,000 in CDBG-DR funds to the state of Florida for long-term recovery efforts related to Hurricanes Hermine and Matthew.

The following counties were declared for individual assistance (“IA”) and public assistance (“PA”) by FEMA during Hurricanes Hermine and Matthew and are therefore eligible to receive funding under the state’s action plan:

**Hermine** – Citrus, Dixie, Hernando, Hillsborough, Leon, Levy, Manatee, Pasco, Pinellas, Taylor, Wakulla

**Matthew** – Brevard, Duval, Flagler, Indian River, Nassau, Putnam, Seminole, St. Johns, Volusia

The Disaster Relief Appropriations Act requires that the state expend the funds within six (6) years of the executed agreement between HUD and the state, unless an extension is granted by HUD. Funds must be used for eligible disaster-related activities as detailed in 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) “Federal Register Guidance” and the State’s Action Plan including amendments, found at [www.floridajobs.com/CDBG-DR](http://www.floridajobs.com/CDBG-DR), and the state must ensure there are no duplication of benefits (DOB). To provide a foundation for a timely and compliant assistance program, DEO is seeking the assistance of a Contractor, by means of this request for quote, to ensure the state of Florida’s CDBG-DR Program for Hurricanes Hermine and Matthew has the structural and programmatic capacity necessary to develop this program and provide direction to eligible local governments.

## **III. Definitions**

1. Action Plan – A description of a grantee’s intended use for CDBG-DR funds that contain information on the following topics: the areas of the greatest need for funding, the distribution and use of funds, program activity descriptions, low income targeting, and public comment.
2. AFFH – Affirmatively Furthering Fair Housing
3. Agreement or Contract – series of documents representing the full and final understanding between DEO and the Contractor.

4. Bidder – an organization, firm or individual submitting a proposal in response to the Request for Quotations that is not currently debarred.
5. CDBG – Community Development Block Grant Program is a flexible program that provides communities with resources to address a wide range of unique community development needs.
6. CDBG-DR – Community Development Block Grant - Disaster Recovery is an allocation of additional funding specifically for disaster recovery purposes.
7. CFR – Code of Federal Regulations
8. Competitive Application Cycle - Competitive grant program application period where communities that received an Individual Assistance Federal Declaration for Hurricanes Hermine or Matthew are be eligible to participate for disaster recovery funds to address unmet needs.
9. Contractor – A bidder awarded a contract resulting from this RFP.
10. Contract Period – Defined in Section XIII.
11. DEO – Florida Department of Economic Opportunity.
12. DOB – Duplication of Benefits.
13. DRGR – Disaster Recovery Grant Reporting.
14. FEMA – United States Federal Emergency Management Agency.
15. GSA – United States General Services Administration.
16. HUD – United States Department of Housing and Urban Development.
17. IA – Individual Assistance.
18. PA – Public Assistance.
19. PHA – Public Housing Authorities.
20. State – State of Florida.
21. St. Johns County Subrecipient Agreement – Agreement already in existence between the DEO and St. Johns County.
22. Subrecipient – A non-Federal entity that receives a subaward from a pass through entity to carry out part of a Federal program. It does not include an individual that is a beneficiary of such program. A subrecipient may also be a Recipient of other Federal awards directly from a Federal awarding agency.
23. UGLG – Units of Local Government.
24. VOB – Verification of Benefits.

#### **IV. Minimally Required Deliverables/Tasks**

##### **A. Competitive Application Cycle**

As stated above, the following counties were declared eligible for individual assistance (IA) and public assistance (PA) by FEMA as a result of Hurricanes Hermine and Matthew and are therefore eligible to receive funding under the state's action plan:

**Hermine** – Citrus, Dixie, Hernando, Hillsborough, Leon, Levy, Manatee, Pasco, Pinellas, Taylor, Wakulla

**Matthew** – Brevard, Duval, Flagler, Indian River, Nassau, Putnam, Seminole, St. Johns, Volusia

Other than St. Johns County, who was designated by HUD as being the most impacted and distressed county from Hurricane Matthew, the remaining IA and PA declared counties are eligible to receive CDBG-DR assistance through a competitive application cycle process. Proposed projects must meet the thresholds and criteria as well as support the objectives outlined in Section 16 of the Hurricanes Hermine and Matthew Action Plan (see link above) and will be weighted and ranked in accordance with the criteria, also outlined in Section 16 of the Action Plan. The grant period for awardees will be 24-months unless otherwise extended by DEO after review of justification for the extension from the subrecipient. Funds that remain unexpended after the 24-month CDBG-DR agreement period may be subject to reallocation to other projects.

The Contractor shall be responsible for assisting DEO with the competitive application cycle. Specifically, the Contractor shall:

1. Assess the capabilities of prospective subrecipients, prior to distribution of CDBG-DR funds, to ensure their ability to meet national objectives. Perform steps to identify specific, logical connections to a national objective for each activity, including steps to verify the eligibility of proposed activities as well as steps to evaluate a prospective subrecipient's overall organizational capacity.
2. Assist and support DEO with the competitive application cycle process.

##### **B. Program and Contract Administration**

The Contractor will be responsible for providing program and contract administration services to DEO for the Florida's Community Development Block Grant Disaster Recovery (CDBG-DR) program related to Hurricanes Hermine and Matthew. The Contractor shall:

1. Assist with the implementation and administration of CDBG-DR, provide assistance to Florida's UGLGs and ensure adherence to state and federal regulations;
2. Provide contract management services for subrecipient agreements for Hurricanes Hermine and Matthew, including agreements arising from the competitive application cycle, which is referenced above, and for the St. Johns County Subrecipient Agreement. The St. Johns County Subrecipient Agreement is attached for reference;

3. Perform oversight of distribution of CDBG-DR funds to subrecipients, including St. Johns County, and other UGLGs distributed for Hurricanes Hermine and Matthew;
4. Establish and implement processes and procedures to ensure compliance with all applicable state and federal laws, regulations, and guidelines;
5. Ensure that all subrecipients comply with all regulations governing their administrative, financial and programmatic operations and achieve their performance objectives on schedule and within budget;
6. Assist DEO with providing guidance and technical assistance to all applicants and subrecipients; and
7. Assist DEO in compliance with all state and federal regulations and guidelines.

**C. Policies and Procedures**

The Contractor shall:

1. Assess and update DEO's Disaster Recovery Policies and Procedures Manual.
2. Develop policies to ensure compliance with:
  - a. The Community Development Act of 1974 as applicable and 24 CFR Part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254]; the myriad of waivers, action plan amendments and HUD's guidance on these funds; as well as applicable state laws and regulations;
  - b. The requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable;
  - c. Fair Housing Act, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 135, 24 CFR Part 52, and other applicable regulations, including the requirements related to fair housing, nondiscrimination, procurement standards related to subrecipients (including, 2 CFR §200.318 - §200.326), labor standards and the environment and;
  - d. All other requirements and regulations required by HUD in the administration of the CDBG-DR program and identified in Federal Register Notices issued by HUD regarding the use of CDBG-DR funds.
3. Develop and monitor required policies and procedures for each subrecipient as needed.

**D. Programmatic Monitoring**

The Contractor shall establish controls for programmatic monitoring and reporting for all subrecipients. The Contractor must be capable of performing, at a minimum, the following duties relating to monitoring and oversight:

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

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

**E. Compliance/Audit/Close-Out/Disallowed Costs**

The Contractor shall develop and adhere to an internal compliance plan for audit engagements during the contract period and after the contract period, document management, the close out process for the program once contract period ends, and how disallowed costs are handled.

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

- 1. Develop and submit an internal compliance plan for audit engagements during the contract period and after the contract period, document management, the close out process for the program once contract period ends, and how disallowed costs are handled within this contract to DEO for review and approval. All internal compliance plans, and amendments thereto, are subject to DEO approval.
- 2. Interact with DEO's internal audit staff dedicated to this contract and program. The Contractor must allow the State's internal audit staff to review compliance reports and other internal documentation.
- 3. Comply with DEO and the State's right to audit. The state of Florida has the right to audit all aspects of the recovery program, including but not limited to all aspects of intake, eligibility, contracting, sub-contracting, material purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services. The state of Florida has the right to request all documents in connection with this right to audit.
- 4. Comply with DEO and the State's right to audit, must make all documents available to the state upon request. The documents include, but are not limited to all documents relating to intake, eligibility, contracting, sub-contracting, materials purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services.
- 5. Provide final grant close out procedures and a plan for the Contractor and DEO to exchange all necessary grant, construction, case management and other programmatic files whether paper or electronic copies.

6. Provide detailed information on how disallowed costs will be handled and addressed during the course of this contract.
7. Be responsible for reimbursing the State of Florida or DEO for any disallowed cost.

**F. Training Program**

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

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

**G. Centralized Duplication of Benefits/Verification of Benefits**

The Contractor will ensure that subrecipients shall not carry out any of the activities under their agreement with DEO in a manner that results in a prohibited duplication of benefits (“DOB”) as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and as described in Appropriations Acts. The Contractor will ensure that subrecipients comply with HUD’s requirements for duplication of benefits, imposed by the Federal Register Guidance for these storms.



Therefore, the Contractor shall develop a centralized process for verification of benefits (“VOB and to ensure that no Duplication of Benefits (DOB) occurs through the application and contracting process. The Contractor shall be responsible for providing the staff necessary to handle all applications reviewed during the DOB/VOB process.

**H. Centralized Environmental Review Services**

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

The Contractor must be capable of providing and shall provide, at a minimum, the following duties related to environmental services:

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

**I. Necessary Knowledge and Experience**

The Contractor shall, at a minimum, provide competent and adequately 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 and infrastructure projects.

2. The Contractor’s personnel must have expertise in Davis-Bacon Act requirements for any construction or engineering related project.
3. The Contractor’s personnel must be knowledgeable of CDBG-DR and all HUD requirements therein.
4. The Contractor’s personnel must have knowledge of and assist with the competitive application cycle for housing and infrastructure projects.

The Contractor shall provide competent and trained staff throughout the contract period that meet the Secretary of the Interior’s Professional Qualification Standards pertaining to the Historical Preservation Section 106 process.

Detailed resume of each staff is to be submitted to DEO for approval. Resumes should be structured to emphasize relevant qualifications and experience of the staff in successfully completing contracts of a similar size and scope as this one.

**V. Deliverables, Tasks, Performance Measures and Financial Consequences**

<b>Deliverable No. 1 –Competitive Application Cycle</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Provide Competitive Application Cycle services to DEO for the CDBG-DR program as defined in Section IV(A) above.  Due date to be determined during contract process.	Provide assessment detailing overview of individual subrecipient applications.  Performance must be to the satisfaction of DEO.	Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.
<b>Deliverable 1 - \$Cost</b>		
<b>Deliverable No. 2– Program and Contract Administration</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Provide program and contract administration services to DEO for the CDBG-DR program as defined in Section IV(B) above. Provide monthly report detailing all management activities to DEO by 15 <sup>th</sup> day of each month.	Provide monthly report detailing all activities achieved during the month, as evidence of completion, the Contractor shall provide one invoice on a quarterly	Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.

	<p>basis upon completion of the deliverable and any other required documentation for services performed.</p> <p>Performance must be to the satisfaction of DEO.</p>	
<b>Deliverable 2 - \$Cost</b>		
<b>Deliverable No. 3– Policies and Procedures</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Conduct an assessment and updates to, DEO’s Disaster Recovery Policies and Procedures Manual ensure compliance with all applicable state and federal requirements. (Referenced in Section IV(C)).</p> <p>Due date to be determined during contract process.</p>	<p>Provide updated Disaster Recovery Policies and Procedures Manual.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>
<b>Deliverable 3 - \$Cost</b>		
<b>Deliverable No. 4– Programmatic Monitoring</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Establish controls for programmatic monitoring and reporting and ensure compliance for all subrecipients. (Referenced in Section IV(c))</p> <p>Due date to be determined during contract process.</p>	<p>Provide programmatic monitoring controls and monitoring documentation.</p> <p>Provide all compliance reports.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>
<b>Deliverable 4 - \$Cost</b>		
<b>Deliverable No. 5– Centralized Duplication of Benefits/Verification of Benefits</b>		

Tasks	Performance Measures	Financial Consequences
<p>Develop a centralized process for verification of benefits (VOB) and to ensure that no Duplication of Benefits (DOB) occurs through application and contracting process.</p> <p>(Referenced in Section IV(G))</p> <p>Due date to be determined during contract process.</p>	<p>Submit centralized process for verification of benefits (VOB) and to ensure that no Duplication of Benefits (DOB) occurs through application and contracting process to DEO for review and approval.</p> <p>Submit evidence of review and all applications.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p> <p>Failure to review and submit findings of 100% of all applications will result in a \$50,000.00 financial consequence per application.</p> <p>If costs are disallowed from HUD due to DOB, will result in a financial consequence in the amount of the disallowed costs.</p>
<b>Deliverable 5 - \$Cost</b>		
<b>Deliverable No. 6 – Centralized Environmental Review Services</b>		
Tasks	Performance Measures	Financial Consequences
<p>Assist DEO with the environmental review process to ensure compliance with 24 CFR Part 58 and all associated federal, state and local requirements as defined in in Section IV(H) above.</p> <p>Due date to be determined during contract process.</p>	<p>Submit report detailing environmental review findings.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>
<b>Deliverable 6 - \$Cost</b>		
<b>Deliverable No. 7– Compliance/Audit/Close-Out/Disallowed Costs</b>		
Tasks	Performance Measures	Financial Consequences
<p>Develop and submit an internal compliance plan for audit engagements during the contract period and after the contract period,</p>	<p>Provide internal compliance plan(s).</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction</p>

<p>the close out process for the program once contract period ends, and how disallowed costs are handled within this contract to DEO for review and approval.</p> <p>Implement internal compliance plan and ensure compliance by all subrecipients in accordance with the approved compliance plan</p> <p>(Referenced in Section IV(E))</p> <p>Due date to be determined during contract process.</p>	<p>Provide all compliance report(s).</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>of the deliverable amount for each business week beyond the due date.</p> <p>If costs are disallowed from HUD due to DOB, will result in a financial consequence in the amount of the disallowed costs.</p>
<b>Deliverable 7 - \$Cost</b>		
<b>Deliverable No. 8– Training Program</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Provide initial and ongoing training as describe in Section IV(F).</p> <p>Due date to be determined during contract process.</p>	<p>Provide record and copy of all training materials.</p> <p>Performance must be to the satisfaction of DEO.</p>	<p>Failure to complete the deliverable by the due date will result in a 10% reduction of the deliverable amount for each business week beyond the due date.</p>
<b>Deliverable 8 - \$Cost</b>		

**VI. Staff Qualifications and Performance Criteria**

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

All the services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among information technology service 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 DEO. 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 services.

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

#### **VII. Background Screenings**

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.

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 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.

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

Contractor or Contractor's employees, agents, or subcontractors who have criminal histories, which include convictions for disqualifying offenses, shall not be assigned to this project. Disqualifying offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses related to the position sought. See §112.011, Florida Statutes. Screening results indicating convictions of disqualifying offenses will result in a contractor employee, agent, or subcontractor not being allowed to work on this project.

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, 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 DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this project.

#### **VIII. Staffing Changes**

Contractor may make staffing changes or cost shifting of staff assigned to this project only with prior review and written approval of DEO's Contract Manager. DEO'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, résumé, position, title, starting date, and references. DEO's Contract

Manager reserves the right to interview all potential staff prior to beginning work on the project. DEO 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 DEO's Contract Manager.

**IX. Employment Verification (E-Verify)**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

**X. Contractor Certification**

Vendors on Scrutinized Companies Lists: If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S., respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees DEO may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

**XI. DEO Contract Liaisons**

DEO designates as its Contract Manager, Robin Grantham who can be contacted by telephone at 850-717-8426 or by email at [Robin.Grantham@deo.myflorida.com](mailto:Robin.Grantham@deo.myflorida.com).

DEO designates as its Project Manager, Jamie McNease who can be contacted by telephone at 850-717-8452 or by email at [Jamie.McNease@deo.myflorida.com](mailto:Jamie.McNease@deo.myflorida.com).

**XII. RFQ Questions and Contact with the State**

Questions regarding this RFQ shall be submitted by the date and time specified in Section II or as amended by DEO. Vendors shall pose any concerns they may have regarding the requirements identified in this RFQ (including issues related to deliverables and deadlines) during the question and answer phase of this RFQ. Questions will NOT be answered via telephone or fax. DEO will e-mail the answers to the questions by the close of business on the date stated in Section II The

Contractor shall only contact [Vincent.McKenzie@deo.myflorida.com](mailto:Vincent.McKenzie@deo.myflorida.com) and [Blake.McGough@deo.myflorida.com](mailto:Blake.McGough@deo.myflorida.com) for information regarding this RFQ.

**XIII. Contract Period**

The effective date shall be the start date as stated in the Contract or the date on which the last party has signed the Contract, whichever is later, and shall end on the date specified in the Contract.

**XIV. Invoicing Instructions**

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide DEO's Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

[http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

The invoice requirements of the State of Florida Reference Guide for State Expenditure are hereby incorporated by reference. The Contractor shall be paid upon submission of monthly invoices after delivery and acceptance of services.

To be payable:

- a) Invoices shall contain the state contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number and the invoice period.
- b) Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract.
- c) Invoices must be accepted and approved by DEO.

Travel expenditures, which are inclusive of travel, lodging and per diem expenses, shall not exceed \$ 00.00 and will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Project Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link:

[http://intra/finan\\_mgt/Manuals/Travel%20Manual%203.05.pdf](http://intra/finan_mgt/Manuals/Travel%20Manual%203.05.pdf)

The procedures described in the DEO Travel Manual are hereby incorporated by reference.

Contractor should propose a fixed fee for the duration of the contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in Section V of this RFQ.



Deliverable	Total Cost
Deliverable 1: Competitive Application Cycle	\$
Deliverable 2: Program and Contract Administration	\$
Deliverable 3: Policies and Procedures	\$
Deliverable 4: Programmatic Monitoring	\$
Deliverable 5: Centralized Duplication of Benefits/Verification of Benefits	\$
Deliverable 6: Centralized Environmental Review Services	\$
Deliverable 7: Compliance/Audit/Close-Out/Disallowed Costs	\$
Deliverable 8: Training Program	\$

**Total: \$**

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

**XV. 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.

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

Except as necessary to fulfill the terms of this Contract and with the permission of DEO, the Contractor shall not divulge to third parties any confidential information obtained by the 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 DEO.

The 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 DEO 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.

The Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by the Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). The Contractor also shall report to DEO 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 DEO information in the Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. The Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. The 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 the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by DEO'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, the 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 the Contractor's sole expense, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. 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 the Contractor's obligations under this Contract or is not subject to further unauthorized use.

#### **XVI. Indemnification**

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, 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 the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and DEO 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 DEO's misuse or modification of the Contractor's products or DEO'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 DEO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, the Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

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

## **XVII. Termination**

### **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, DEO may terminate this Contract upon no less than twenty-four (24) hour's notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO 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, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

### **2. Termination for Cause**

DEO may terminate the Contract if the Contractor fails to: (1) perform the services within the specified time; (2) maintain adequate progress, as determined solely by DEO, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue work on any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract.

### **3. Termination for Convenience**

DEO, by written notice to the Contractor, may terminate the the Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. The 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.

**XVIII. Financial Consequences for Non-Performance:**

Financial consequences shall apply for non-performance of the Contract by the Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by DEO. In addition:

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

Continued Contractor inability to perform under the conditions of the contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (PUR 7017 form), may result in default proceedings.

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

**XIX. Financial Consequences for Failure to Comply with Purchase Order Requirements:**

In addition to those remedies outlined in Section XVIII, and any other remedies provided by law, if the Contractor fails to comply with the requirements of the DEO purchase order, the Contractor shall pay to DEO financial consequences for such failures, unless DEO, 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 the 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 purchase order. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO at its sole discretion shall determine when the Contractor is failing to comply and DEO 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.

**XX. Contract Document**

The interpretation and performance of the Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of this solicitation, and any addenda to it, Contractor's proposal, and DEO's contract (DEO's Vendor Core Contract) issued as a result of this Request for Quote. The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 18-RFQ-008-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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