

DEPARTMENT OF COMMERCE ADDENDUM NO. 2

SOLICITATION NUMBER: 23-RFQ-015-RL

SOLICITATION TITLE: Management Consulting Services

RESPONSE(S) OPENING DATE: 8/11/2023 @ 5:00 PM

ADDENDUM NUMBER: 2

ADDENDUM PURPOSE: Scope of Work/Services

ADDENDUM DATE: 7/19/2023

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

The enclosed information has been provided for consideration in the preparation of your response to the abovementioned solicitation.

Any information altered by this addendum that conflicts with the initial RFQ document is superseded by this addendum.

23-RFQ-15-RL, Management Consulting Services is hereby amended as follows. All other terms and conditions of the solicitation remain in effect.

- 1. Section 2.1.1, Contractor Responsibilities, is amended to add the following subsection:
 - KK. Contractor must provide an implementation plan, eligibility standard operating procedures, and a project management plan.
- 2. Section 2.1.2, System Services, is amended to add the following subsection:
 - B. Contractor must provide a comprehensive desktop guide detailing each element of Contractor's System of Record which incorporates each step of the Rebuild Florida HRRP process flow.
- 3. Section 2.1.4, Consumer Communications, is amended to add the following subparagraph under subsection 1:
 - a. Contractor must submit a weekly report documenting the number of Pre-Assessments completed in each MID county.
- 4. Section 2.1.5, Customer Service Center Intake and Eligibility Operations, is amended to add the following subsection:
 - 13. Contractor must provide Commerce with a monthly report that documents the number of applications processed, in addition to an aggregate number of eligibility determinations submitted to Commerce.

- 5. Section 2.1.7, Rebuild Florida Customer Service Centers, is amended to add the following subsection:
 - 12. Contractor must provide Commerce with locations of each customer service centers to be established in the MID counties. Contractor must provide Commerce with a staffing plan for each customer service center designated for operation.
- 6. Section 2.1.8, Duplication of Benefits/Verification of Benefits, is amended to add the following subsections:
 - 4. Contractor must develop a Standard of Process (SOP) to prevent all duplication of benefits in accordance with the Robert T. Stafford Act.
 - 5. Contractor must perform verification of benefit reviews for each application submitted to the Rebuild Florida HRRP.
 - 6. Contractor must provide monthly reports detailing the ongoing work performed and support provided pursuant to the fulfillment of the duties listed in section 2.1.8.
 - 7. Contractor will be liable to the State for any disallowed costs imposed by HUD because of duplication of benefits that were attributable to Contractor's actions, errors, or omissions. This subsection will survive the term of the Contract.
- 7. Section 2.1.9, Construction Management, is amended to add the following subsections:
 - 29. Contractor shall provide a Program Direct Costs Expended Report for each subtask which corresponds to each completed subtask's activities.
 - 30. Prohibition of Liens and Claims for Damages
 - a. Contractor hereby agrees and acknowledges that no lien or claim of lien for labor performed or materials furnished for the work, under the Mechanic's Lien Law, or otherwise, including but not limited to, any mechanics, materialmen's, contractors, or other liens, or any claims for damages arising from any work or repair, construction, or alteration of improvements shall be filed by Contractor.
 - b. Contractor shall include a similar provision in all contracts with subcontractors prohibiting the filing of any lien or claim of lien by the subcontractor and any claims for damages growing out of any work or repair, construction, or alteration of improvements. Contractor shall provide Commerce with a copy of such agreements with each subcontractor to ensure compliance with this provision. Contractor's failure to include such provisions in any agreement with a subcontractor shall be considered a material breach of this Contract.
 - c. In addition, Contractor agrees to take all necessary steps, including but not limited to the execution and delivery of lien waivers, to prevent the filing of any liens and claims for damages concerning the work. In the event a lien is filed by a subcontractor, or a claim for damages is made, Contractor will take immediate steps to have the lien removed or the claim resolved.
 - d. Any and all costs associated with removing such a lien or resolving such a claim, including but not limited to, legal fees, court costs, and administrative expenses, shall be solely the responsibility of the Contractor.
 - e. Contractor further agrees to indemnify, defend, and hold Commerce harmless from and against any and all liens and encumbrances for all labor, goods, and services provided in connection with the work performed under this Contract, any and all claims for damages growing out of any work or repair, construction, or alteration of improvements, and any legal costs associated with the removal of such liens and encumbrances, or the resolution of such claims.
 - f. The provisions set forth in this clause shall apply to all tiers of subcontractors and anyone directly or indirectly employed by Contractor or its subcontractors.
- 8. Section 2.1.10, Training, is amended to add the following subsection:

- 9. Contractor must provide training plan that details the requirements within sections 2.1.10 (1) through (4).
- 9. Section 2.1.12, Warranty Coverage on Completed Homes, is added and incorporated as follows:

2.1.12 Warranty Coverage on Completed Homes

At a minimum, Contractor must comply with the following requirements:

- 1. Contractor must process and cause to be performed all warranty work claims related to completion and closeout of each project. Contractor must ensure that warranty claims are identified and responded to within two (2) calendar days.
- 2. Within three (3) calendar days, Contractor must identify the eligible components of a warranty claim related to a completed HRRP project and ensure the claim and corresponding eligible work to be completed is captured in the Program System of Record.
- 3. Contractor must not allow more than five (5) calendar days to elapse without assigning a qualified and licensed contractor to complete the eligible components of the homeowner warranty claim. Contractor must document the following:
 - i. The name of the qualified contractor assigned to the warranty claim.
 - ii. An accurate and reliable timeline for completion of repairs. The timeline for completion may not exceed 14 days.
 - iii. The eligible scope of work within the warranty claim to be completed.
- 4. The following coverage periods are enforceable and must be overseen by Contractor following the completion of each HRRP construction project:
 - i. 2-years for general warranty repairs, electrical, plumbing, and mechanical warranty repairs.
 - ii. 10-years for structural issues, if such work is performed.
- 10. Section 2.2, Deliverables, Tasks, Performance Measures and Financial Consequences, is added and incorporated as follows:

Deliverable No. 1 - Start-up, Implementation and Outreach Tasks		
Contractor Responsibilities for Housing Repair and Replacement Program (HRRP) 2.1.1		
Task	Minimum Level of Service	Financial
		Consequences
Contractor must provide an	Contractor must submit an	Failure to submit the
implementation plan, outreach and	implementation plan, outreach and	implementation plan,
communications plan, eligibility	communications plan, eligibility	outreach and
standard operating procedures, and	standard operating procedures, and	communications plan,
a project management plan in	a project management plan in	eligibility standard
accordance with section 2.1.1.	accordance with section 2.1.1 within	operating procedures,
	45 calendar days of Contract	and a project
	execution.	management plan in
		accordance with

section 2.1.1 by the
due date specified shall
result in a deduction of
\$500 per day for every
calendar day beyond
the due date. Such
deductions may be
made from any
payment due to
Contractor under this
Contract.
Deliverable 1 - \$

Deliverable No. 2 – System Services			
Task	Minimum Level of Service	Financial Consequences	
Contractor must utilize Commerce's existing SOR or if Contractor elects to use their own SOR, they will at a minimum ensure daily data transfers into Commerce's existing SOR as specified in section 2.1.2. The System of Record must be complete and available within 60 calendar days of Contract execution.	Contractor must provide proof of completion satisfactory to Commerce to accept that all tasks set forth in section 2.1.2 are complete. Contractor must provide a comprehensive desktop guide showcasing each element of the Contractor's System of Record which incorporates each step of the Rebuild Florida HRRP process flow. Contractor must provide ongoing and unfettered access to all authorized state employees who support the functions of the HRRP. Completion of this deliverable is based on review and approval by Commerce.	Failure to complete the deliverable within 60 calendar days of Contract execution shall result in a deduction of \$500 per day for every calendar day beyond the due date. Such deductions may be made from any payment due to Contractor under this Contract.	
		Deliverable 2 - \$	

Deliverable No. 3 – Outreach and Communications Plan		
Task	Minimum Level of Service	Financial Consequences

Contractor must complete the deliverable in accordance with the tasks set forth in section 2.1.3.

Contractor must assist with the launch of the first phase of the CDBG-DR program by maximizing public awareness of the State's Hurricane Ian programs within the HUD and State appointed most impacted and distressed (MID) counties within 45 calendar days of Contract execution.

Contractor must provide proof of completion satisfactory to Commerce and Commerce acceptance for all tasks set forth in section 2.1.3

Contractor must design a marketing plan and schedule to facilitate and execute a public awareness marketing campaign in accordance with section 2.1.3. Contractor must submit the marketing plan and schedule to Commerce within 45 calendar days of Contract execution.

Contractor must present all marketing materials and marketing campaign to Commerce for approval prior to the commencement of the marketing campaign. Contractor must submit the marketing materials and marketing campaign to Commerce within 45 calendar days of Contract execution.

Completion of this deliverable is based on review and approval by Commerce.

Failure to submit the marketing plan and schedule in accordance with section 2.1.3 by the due date specified shall result in a deduction of \$500 per day for every calendar day beyond the due date.

Failure to submit the marketing materials and marketing campaign in accordance with section 2.1.3 by the due date specified shall result in a deduction of \$500 per day for every calendar day beyond the due date.

Such deductions may be made from any payment due to Contractor under this Contract.

Deliverable 3 - \$

Deliverable No. 4 – Consumer Communications		
Task	Minimum Level of Service	Financial Consequences
Contractor must provide and	Contractor must provide proof of	Failure to provide the
maintain a State-approved	completion satisfactory to	Hurricane lan Disaster
Hurricane Ian Disaster Recovery	Commerce and Commerce	Recovery Housing
Housing Repair and Replacement	acceptance for all tasks set forth in	Repair and
website that provides citizen access	section 2.1.4	Replacement website in
to all aspects of the recovery in		accordance with section
accordance with section 2.1.4.	Contractor must provide a	2.1.4 by the due date
	Hurricane Ian Disaster Recovery	specified shall result in a
Contractor must aid in the	Housing Repair and Replacement	deduction of \$500 per
completion of the Housing Pre-	website that provides citizen access	day for every calendar
Assessment for homeowners in each	to all aspects of the recovery in	day beyond the due

MID county.	accordance with section 2.1.4 to	date.
	Commerce within 45 days of	
	Contract execution.	Failure to submit a
		weekly report by the
	Contractor must aid in the	due date specified shall
	completion of the Housing Pre-	result in a deduction of
	Assessment for homeowners in	\$250 per day for every
	each MID county. As evidence of	calendar day beyond
	completion, Contractor must	the due date. Failure to
	submit a weekly report	submit any weekly
	documenting the number of Pre-	report shall result in a
	Assessments completed in each	deduction of \$500 for
	county. Each weekly report must be	each weekly report not
	submitted by each Tuesday of the	submitted.
	week following the week being	
	reported on.	Such deductions may be
		made from any
	Completion of this deliverable is	payment due to
	based on review and approval by	Contractor under this
	Commerce.	Contract.
		Deliverable 4 - \$
		Deliverable 4 - 9

with a monthly report that documents the number of applications processed, in addition to an aggregate number of eligibility	
determinations submitted to	
Commerce. Each monthly report	
must be submitted by the Friday of the week following the month that	
is being reported on.	
a comprehensive	
Contractor must provide one comprehensive and itemized invoice, upon completion of the deliverable, and any other documentation Commerce requires for services performed.	
Completion of this deliverable is	
based on review and approval by	
Commerce.	
	Deliverable 5 - \$

Deliverable No. 6 – Rebuild Florida Customer Contact Center(s)			
Task	Minimum Level of Service	Financial Consequences	
Contractor must establish a minimum of one (1) static customer contact center within a Hurricane Ian impacted county in accordance with section 2.1.6.	Contractor must establish a minimum of one (1) static customer contact center within a Hurricane lan impacted county in accordance with section 2.1.6. As evidence of completion, Contractor must provide Commerce with a lease agreement, or similar type of documentation, that substantiates Contractor has established one (1) static customer contact center within a Hurricane lan impacted county in accordance with section 2.1.6. Contractor must establish a minimum of one (1) static customer contact center within 45 calendar days of Contract execution. Completion of this deliverable is based on review and approval by Commerce.	Failure to provide a minimum of one (1) static customer contact center within a Hurricane lan impacted county in accordance with section 2.1.6 shall result in a deduction of \$500 per day for every calendar day beyond the due date. Such deductions may be made from any	

Deliverable 6 - \$

Deliverable No. 7 – Rebuild Florida Customer Service Centers		
Task	Minimum Level of Service	Financial Consequences
Contractor must establish a minimum of 11 regional static customer service centers and provide Commerce with staffing plans in accordance with section 2.1.7.	Contractor must establish a minimum of 11 regional static customer service centers in accordance with section 2.1.7. As evidence of completion, Contractor must provide Commerce with a lease agreement, or similar type of documentation, that substantiates Contractor has established 11 regional static customer service centers within the HUD and State-designated MID counties in accordance with section 2.1.7. Contractor must establish a minimum of 11 regional static customer service centers within 45 calendar days of Contract execution. Contractor must provide Commerce with a staffing plan for each customer service center designated for operation within 45 calendar days of Contract execution. Completion of this deliverable is based on review and approval by Commerce.	Failure to provide a minimum of 11 regional static customer services centers in accordance with section 2.1.7 shall result in a deduction of \$500 per day for every calendar day beyond the due date. Failure to provide the staffing plan by the due date specified shall result in a deduction of \$250 per day for every calendar day beyond the due date. Such deductions may be made from any payment due to Contractor under this Contract.
		Deliverable 7 - 3

	Deliverable No. 8 – Duplications of Benefits/Verification of Benefits		
Task Minimum Level of Service Financial Consequ			

Contractor must develop a SOP to prevent all duplication of benefits in accordance with the Robert T. Stafford Act and perform verification of benefit reviews for each application submitted to the Rebuild Florida HRRP as specified in section 2.1.8.

Contractor must submit a SOP to prevent all duplication of benefits in accordance with the Robert T. Stafford Act as specified in section 2.1.8. Contractor must submit the SOP to Commerce within 45 calendar days of Contract execution.

Contractor must perform verification of benefit reviews for each application submitted to the Rebuild Florida HRRP. As evidence of completion, Contractor must provide monthly reports detailing the ongoing work performed and support provided pursuant to the fulfillment of the duties listed in sections 2.1.8. Each monthly report must be submitted by the Friday of the week following the month that is being reported on.

Completion of this deliverable is based on review and approval by Commerce.

Failure to submit the SOP in accordance with section 2.1.8 shall result in a deduction of \$500 per day for every calendar day beyond the due date.

Failure to submit a monthly report by the due date specified shall result in a deduction of \$250 per day for every calendar day beyond the due date.

Such deductions may be made from any payment due to Contractor under this Contract.

Deliverable 8 - \$

Deliverable No. 9– Construction Ma		action Ma	nagement	
Task			Minimum Level of Service	Financial Consequences
Contractor	must	provide	Contractor's invoice attached to	Failure to complete a
construction	manageme	ent as	the damaged property must reflect	minimum of 35 projects
specified in sec	ction 2.1.9.		a payment to the contractor who	for the first quarter
			performed direct construction to	(three-month period) of
			the damaged property and has	the Contract shall result
			demonstrated 100% completion of	in a deduction of 2% of
			the damaged property's scope of	the total deliverable
			work by evidence of a passed	amount.
			program final inspection and	
			certificate of occupancy, if	Failure to complete a
			applicable.	minimum of 200
				projects for all
			To receive payment under this	subsequent quarters
			deliverable, Contractor must	shall result in a
			evidence allowable direct costs	deduction of 2% of the

expended to residential contractors performing work under this Contract for the HRRP by submitting a monthly itemized report containing a list completed construction projects. Contractor must include on the monthly itemized report aggregate list of projects that have reached 100% completion of the damaged property scope of work as evidenced by a passed program final inspection and certificate of occupancy, if applicable.

Contractor must complete a minimum 35 projects for the first quarter (three-month period) of the Contract. Contractor must complete a minimum of 200 projects for all subsequent quarters.

total deliverable amount.

Such deductions may be made from any payment due to Contractor under this Contract.

Deliverable 9 - \$

Deliverable No. 10 – Training		
Task	Minimum Level of Service	Financial Consequences
Contractor must provide training plan that details the requirements within sections 2.1.10 (1) through (4) within 45 calendar days of Contract execution.	Contractor must submit a training plan that details the requirements within sections 2.1.10 (1) through (4) within 45 calendar days of Contract execution.	Failure to submit the training plan in accordance with section 2.1.10 by the due date specified shall result in a deduction of \$500 per
Contractor must provide training as referenced in section 2.1.10(1) (a through h) and 2.1.10(2) through (4)	Contractor must provide training activities in accordance with section 2.1.10. Contractor may request reimbursement upon completion of the activities, and as evidence of completion, Contractor will submit the following documentation: training materials; training schedules; and training rosters. Completion of this deliverable is based on review and approval by	day for every calendar day beyond the due date. Such deductions may be made from any payment due to Contractor under this Contract.

	Commerce.	
Deliverable 10 - \$		

Deliverable No. 11 – Compliance/Audit/Close-out-Disallowed Costs		
Task	Minimum Level of Service	Financial Consequences
Contractor must complete the	Contractor must submit final grant	Failure to submit the
deliverable in accordance with the	close out procedures and a plan for	final grant close out
tasks set forth in section 2.1.11 (1	the Contractor and the State to	procedures and a plan
through 4)	exchange all necessary grant,	for the Contractor and
	construction, case management,	the State to exchange
	and other programmatic files.	all necessary grant,
	Contractor must submit this	construction, case
	documentation by January 31,	management, and other
	2024.	programmatic files by
		the due date specified
	Contractor must provide one	shall result in a
	comprehensive and itemized	deduction of \$500 per
	invoice, upon completion of the	day for every calendar
	deliverable and any other	day beyond the due
	documentation Commerce requires	date.
	for services performed.	
		Such deductions may be
	Completion of this deliverable is	made from any
	based on review and approval by	payment due to
	Commerce.	Contractor under this
		Contract.
		Deliverable 11 - \$

11. Section 6.0, Invoicing Instructions, is amended to add the following tables under subsection C:

HRRP Deliverables	Total Cost
Deliverable No. 1 - Start-up, Implementation and Outreach	
Tasks	خ
Contractor Responsibilities for Housing Repair and	7
Replacement Program (HRRP) 2.1.1	
Deliverable No. 2 – System Services	\$
Deliverable No. 3 – Outreach and Communications Plan	\$

HRRP Deliverables	Total Cost	
Deliverable No. 4 – Consumer Communications	\$	
Deliverable No. 5 – Customer Service Center Intake and	\$	
Eligibility Operations	7	
Deliverable No. 6 – Rebuild Florida Customer Contact	ė	
Center(s)	\$	
Deliverable No. 7 – Rebuild Florida Customer Service	\$	
Centers	۶	
Deliverable No. 8 – Duplications of Benefits/Verification of	\$	
Benefits	7	
Deliverable No. 9– Construction Management	\$	
Deliverable No. 10 – Training	\$	
Deliverable No. 11 – Compliance/Audit/Close-out-	\$	
Disallowed Costs	7	
TOTAL	\$	

- 12. Section 2.3, Housing Program Payment Schedule, is deleted in its entirety.
- 13. Section 19.0, Submission of Responses, is amended to add the following subparagraph under section 19.1.a:
 - iii. Include a response for a pricing approach to complete each deliverable specified in this RFQ.

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