

**FLORIDA DEPARTMENT OF COMMERCE
REQUEST FOR QUOTE
MANAGEMENT CONSULTING SERVICES**

SCOPE OF WORK

A Contract will be issued between the State of Florida, Department of Commerce, formerly the Department of Economic Opportunity, hereinafter referred to as "Commerce," and _____ hereinafter referred to as "Contractor." Commerce and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, any references in this Contract to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.

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

1.0 General Description and Program Overview

General Description

Under the direct supervision of Commerce's Project Managers, Contractor will assist Commerce by providing the expertise necessary through Management Consulting Services for program and contract administration services for Florida's Community Development Block Grant – Disaster Recovery (CDBG-DR) program in accordance with the tasks outlined below.

Contractor is responsible for implementation of the Subrecipient and Housing Repair and Replacement Programs related to long-term disaster recovery from Hurricane Ian and other 2022 Florida storms, collectively referred to as "the Programs" or individually as "the Program." The services and activities that the Contractor will provide for the Programs include, but are not limited to, housing services, construction management, infrastructure, business and economic revitalization, customer communications and intake operations, and training to support continuity of services throughout the state.

Commerce intends to begin recovery efforts with the most vulnerable population and work through a priority matrix to the least vulnerable. Commerce believes strongly in providing first-rate customer service during this recovery combined with the most robust fiscal accountability of taxpayers' dollars. Commerce expects exceptional program management and will not tolerate disallowable expenses, fraud, duplication of benefits, or any fiscal irresponsibility of taxpayer dollars.

Commerce intends to repair, reconstruct, or replace homes damaged or destroyed by Hurricane Ian and other 2022 Florida storms. Contractor is responsible for overall

Program management and operations, including initial intake, application processing, construction management, and administration of all the tasks and services contained herein related to the Programs. Contractor must work closely with Commerce staff in preparing and maintaining the overall project plan for all phases of the Programs, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program close out environment.

1.1 Program Overview

1. Housing Repair and Replacement Program (HRRP)

HRRP is a centralized housing repair, reconstruction, or replacement program that will prioritize serving Low- and Moderate Income (LMI) families impacted by Hurricane Ian and other 2022 Florida storms in most-impacted and distressed (MID) counties, as approved by the U.S. Department of Housing and Urban Development (“HUD”). HRRP utilizes CDBG-DR funds which are to be used to satisfy a portion of unmet needs that remain after other financial assistance, such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated. Table 1 below reflects, by county, both confirmed and potentially additional LMI households not confirmed that have unmet recovery needs from Hurricane Ian and/or other 2022 Florida storms.

County	Estimated # of LMI Households with Unmet Recovery Need
Brevard	1,018
Charlotte	13,155
Collier	6,290
DeSoto	2,966
Flagler	209
Glades	69
Hardee	1,231
Hendry	169
Highlands	1,231
Hillsborough	2,198
Lake	468
Manatee	1,563
Monroe	651
Okeechobee	197
Osceola	3,071
Pinellas	747
Polk	3,991
Putnam (32177)	343
St. Johns	2,013
Seminole	344

TOTAL	18,313
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Table 1: Estimated Number of LMI Households

2. Subrecipient Program

The Subrecipient program, as described in the State Action Plan and any future amendments, is designed to provide funding for local governments to carry out strategic and high-impact disaster recovery activities to rebuild and harden infrastructure to prevent and/or reduce losses in future disasters and strengthen economic revitalization.

2.0 Minimally Required Deliverables/Tasks

2.1 HRRP

2.1.1. Contractor Responsibilities for HRRP

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

- A. Contractor’s Project Manager must report to the State’s designated Program Director and/or his/her designated representative.
- C. Contractor must maintain a comprehensive operational management staff within the Florida Office of Long-Term Resiliency (“OLTR”) headquartered at 107 E. Madison Street, Tallahassee, Florida 32399. Contractor must co-locate with the OLTR at its headquarters. In addition, Contractor must maintain a physical office presence in Leon County during the duration of the recovery activities or until the State agrees to closure. Contractor must supply their own equipment for each consultant at this location, to include but not limited to computers, phones, office supplies, and printers and/or copiers.
- D. Contractor shall develop and execute an outreach and communications plan, with the State’s approval, to maximize awareness for available Hurricane Ian CDBG-DR assistance.
- E. Contractor must incorporate Volunteer Organizations Active in Disasters (VOAD) into their recovery operation during the course of the recovery. Contractor shall have VOAD coordination ability, or a VOAD partner, who can access data collected by VOADs and who shall abide by personally identifiable information restrictions. Contractor shall establish and maintain a liaison with all VOADs as well as complete situational awareness of all VOAD rebuilding and/or refurbishment activities.
- F. Contractor must ensure that site-built homes, mobile/manufactured homes, and modular homes are repaired, replaced, or reconstructed by Florida licensed Contractors or by their Florida licensed subcontractors.
- G. Contractor must provide a minimum of one executive briefing to the State per week which outlines all current work to date, all work currently underway, and all work planned both in the near term and far term.
- H. Contractor must provide the State notice of all subcontractors it intends to hire to accomplish the recovery mission. All subcontractors must meet Florida regulatory and compliance guidelines.
- I. Contractor agrees to follow State established recovery priorities.

- J. Contractor must establish and maintain a full transparency website clearly portraying all aspects of the recovery. The Hurricane Ian recovery website must integrate seamlessly with the current Florida Disaster Recovery website with the capability to cross-reference and provide links between sites. Please see <http://floridajobs.org/rebuildflorida>. The website must meet accessibility standards and must be mobile responsive. The website must comply with section 508 of the Rehabilitation Act, as amended, the Americans with Disabilities Act (ADA), as amended, and be available in multiple languages including English, Spanish, and Haitian Creole.
- K. Contractor must establish and maintain liaisons with all Long-Term Recovery Groups (LTRG) operating in response to the disaster to ensure seamless transition from local disaster case management providers.
- L. Contractor must provide a project management plan with timelines, showing all aspects of the recovery, and estimated completion of all tasks to the State in a formal weekly briefing. The project management plan shall be completed within 45 calendar days of contract execution.
- M. Contractor must provide intake and eligibility operations, including processing and assigning work, as applicable, within established policy guidelines; conducting extensive coordination with an existing State case management system to validate eligibility of citizens; ensuring no duplication of benefits prior to providing any Program assistance; and providing a weekly follow up for citizens who are deemed eligible. Contractor may also receive disaster case management files from other disaster case management operations as directed or identified by the State. This requirement is critical for the efficient transfer of data in order to shorten the overall housing recovery time for disaster survivors.
- N. Contractor must make all personnel, location, files, and other pertinent information available to the State (and/or to the federal government) at any time during the course of the Contract and after contract expiration up to 5 years.
- O. Contractor must establish an escalation protocol for any citizen issue. The escalation protocol must keep the State informed as to the progress of all complaints.
- P. Contractor must possess an extensive understanding of the State's Hurricane Ian Disaster Recovery Action Plan, HUD's CDBG-DR program, Disaster Recovery Grant Reporting System (DRGR), HUD's National Objectives, the FEMA Mission Scoping Assessment, and the FEMA Recovery Support Strategies.
- Q. Contractor must ensure that all online questions and complaints are captured in the State's System of Record (SOR) and will assure citizens are informed and provided responses to questions, inquiries, and complaints within two (2) working days, which is defined as Monday through Friday, excluding state holidays
- R. Contractor must obtain an official Certificate of Occupancy from the appropriate jurisdictional authority upon completion of all work to the homeowner and upload this certificate to the homeowner's file.
- S. Contractor must ensure that all contract personnel (from prime to all subcontractors associated with the Contract) who interact with the public are identified by a standard color collared shirt and photo identification. The words: 'Rebuild Florida' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges. This does not apply to the contractors in the contractor pool established by the Contractor.

- T. Contractor must implement an inspection plan to include milestone inspections at 50% and 100% construction completion.
- U. Contractor must ensure compliance with all aspects of the HUD-based State Action Plan and any subsequent amendments to the State Action Plan.
- V. Contractor must conduct a damage assessment for each project ensuring appropriate tie back to Hurricane Ian.
- W. Contractor must conduct HUD compliant environmental reviews for each project.
- X. Contractor must ensure compliance with all federal, State, and local environmental standards and follow all established environmental standards during the conduct of all work for the duration of the Contract.
- Y. Contractor must ensure strict compliance with all HUD standards and must adjust to comply with any HUD updates.
- Z. Contractor must provide a weekly follow up capability for citizens who are deemed eligible.
- AA. Contractor must provide expertise in the HUD CDBG-DR national objectives program and ensure compliance with information security requirements and employ defined security controls in accordance with applicable federal and State laws, Executive Orders, directives, policies, regulations, standards, and guidance.
- BB. Contractor must utilize Commerce's existing Exceptions Panel process for approval of any eligibility determination outside of Program guidelines, priority change outside of Program guidelines, or proposed cost of replacement, repair, rehabilitation, or reconstruction estimates that exceed Program guidelines for a particular class of repair, rehabilitation, replacement or reconstruction.
- CC. Contractor must establish a process by which it assesses the cost effectiveness of each repair, rehabilitation, replacement, or reconstruction project undertaken to assist a household. For each residential rehabilitation or reconstruction project, Contractor must assess the cost effectiveness of each proposed project to determining when the cost of the rehabilitation or reconstruction of the unit shall not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property.
- DD. Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) in order to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to businesses which provide economic opportunities to low and very low income persons.
- EE. At the discretion of Commerce, Contractor may be required to provide System services as described in section 2.1.2.
- FF. Contractor must monitor, audit, and train its staff on the authorized sharing of sensitive and confidential data and the consequences of unauthorized use or sharing of such data.
- GG. Contractor must have a demonstrated ability to expand operations should additional funding be granted by HUD for CDBG-DR relief for the 2022 Florida disasters.
- HH. Contractor must comply with all applicable Program requirements set forth in FR-6393-N-01, Vol.88 No.96.

- II. Contractor must provide Construction Management in accordance with section 2.1.9 for each project under the Program.
- JJ. Contractor must, at a minimum, be capable of performing applicable inspections that verify compliance with the following on all projects:
 - a. Applicable environmental and historic preservation laws and regulations;
 - b. HUD rules and regulations;
 - c. Local building codes and permitting;
 - d. Current ADA Standards;
 - e. Any other applicable federal, state, or local laws; and
 - f. Any other reasonable inspection activity that may arise during the course of a project.

2.1.2 System Services

At the discretion of Commerce, Contractor will utilize Commerce's existing SOR or may be required to provide System services that include, but are not limited to, the following:

- A. If Commerce determines that Contractor will use their own SOR, Contractor will, at a minimum, ensure daily data transfers into Commerce's existing SOR. Contractor will provide an established software product ("System of Record") with demonstrated capability of full-spectrum management of all phases of the Programs (e.g., registration, application intake, case management, customer service, quality control, construction management, internal audit and compliance, etc.) capable of going live in a 30–60-day timeframe from the date of Contract execution. Time is of the essence to the successful performance of this Contract. The Contractor's System of Record must satisfy the following criteria:
 - 1. Functions including, but not limited to:
 - a. Ability to receive custom-defined registrations and applications from the public via 100% internet web interface and/or 100% native mobile interfaces.
 - b. Ability to have multipoint simultaneous access by users with access rights and restrictions defined by role.
 - c. Ability to upload pre-requisite and ad-hoc documentation from registrants or applicants.
 - d. Perform all internal applications processing.
 - e. Ability to support 50,000 concurrent, active users entering registrations or applications in the System of Record.
 - f. Ability to support 300 concurrent, active Program personnel user profiles – including, but not limited to, application processors, Quality Assurance, and management personnel.
 - g. 24 hours per day, 7 days per week availability.
 - h. Sub-5-second response time for all screens/interactions.
 - i. Ability to support multi-lingual interfaces, specifically the English and Spanish language.

- j. Ability to establish business rules concerning certain workflows required by Commerce to prevent users from proceeding to the next step without filling in prerequisite information.
 - k. Ability to support all standard input types including but not limited to free-form text, radio buttons, and checkboxes.
 - l. Ability to validate format and content of validated and pre-defined data types.
 - m. Ability to support logical workflows on data input screens to collect data based on previously inputted data.
 - n. Comply with section 508 of the Rehabilitation Act, as amended, and the Americans with Disabilities Act (ADA), as amended.
2. Data Security:
- a. Contractor must provide a System of Record which meets all state Personally Identifiable Information (“PII”) security standards to include role-based protections, and preparation to address actions regarding a cyberattack.
3. Access:
- a. All Commerce designated state personnel must have unfettered access to the System of Record.
4. Retention and Archiving
- a. The System of Record must have the ability to retain all data and documents for five (5) calendar years after the closeout of the Programs and have a disaster recovery plan
5. Interoperability: Subject to the range of functionality offered by Contractor, Commerce may require the use of additional technology to fulfill the Programs’ requirements. Therefore, Contractor must:
- a. Identify import and export capabilities of its System of Record.
 - b. Identify relevant Application Programming Interfaces (APIs) for its System of Record.
 - c. Describe if/how scheduled tasks can be performed by its System of Record.

2.1.3 Outreach and Communications Plan

Contractor shall 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. Contractor must identify and report to Commerce the unique strategies and methods it will utilize to progressively increase awareness of Hurricane Ian CDBG-DR recovery activities in Florida. Contractor is expected to maintain a physical presence in each of the Florida MID counties until Commerce deems a satisfactory outcome has been achieved.

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

1. Design a marketing plan and schedule to facilitate and execute a public awareness marketing campaign. Marketing plans may include, but are not limited to, earned media, broadcast media, digital media, print media, direct mail, direct calls, billboards and community events.
2. Present all marketing materials and marketing campaign to Commerce for approval prior to the commencement of the marketing campaign.
3. Aid homeowners in disaster affected counties in the completion of the Rebuild Florida Pre-Application Assessment. Contractor is expected to include information pertaining to the Pre-Application Assessment in all marketing plans and materials.

2.1.4 Consumer Communications

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

1. Contractor must aid and facilitate in the distribution and completion of the Rebuild Florida Pre-Application Assessment for homeowners in MID areas.
2. Contractor must provide professional and responsive customer service. Contractor, if allowed to use their SOR, must provide their associated metrics for the minimal acceptable level of service for tracking, resolving, and analyzing complaints and/or issues for each medium.
3. Contractor must maintain a Hurricane Ian Disaster Recovery Housing Repair and Replacement website that provides citizen access to all aspects of the recovery. The website must:
 - a. Contain all financial documents required by HUD to be placed on the public website, including contracts, procurement documents, etc. Contractor must ensure that any confidential information is properly redacted before being placed on the website.
 - b. Contain any additional information Commerce requests that provides citizen access to all aspects of the recovery for placement on the public website.
 - c. Comply with section 508 of the Rehabilitation Act, as amended, and the Americans with Disabilities Act (ADA), as amended.
 - d. Be available in multiple languages including but not limited to English, Spanish, and Haitian Creole.
4. The public website must use a State-approved platform as a content management system. The State will own the website and its content. Contractor must turn over the website to Commerce upon expiration or termination of the Contract. Contractor must provide a project management tracking system on the public website accounting for all the completed and ongoing recovery efforts. Contractor must ensure compliance with section 119.071(5)(f)1.b, F.S. This project management system shall be subject to Commerce approval.
5. Contractor's customer communications program must comply with the Fair Housing Act and must include outreach in furtherance of Fair Housing objectives.

6. Prior to the public use of any document or marketing material, Contractor must provide a copy of the proposed document or marketing material to the State for approval. Contractor must also provide to Commerce for approval any Program document or marketing material that Contractor seeks to utilize with Program applicants.
 - a. Marketing materials include but are not limited to digital and traditional marketing materials and methods.
 - b. Program documents and marketing materials must be available in multiple languages including English, Spanish, and Haitian Creole.
7. Contractor must provide support to Commerce when communicating with the most vulnerable citizens, keeping stakeholders informed of the Program's progress, and conducting outbound communications.
8. Contractor shall be expected to complete other responsibilities and deliverables required by HUD.

2.1.5 Customer Service Center Intake and Eligibility Operations

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

1. Contractor must provide customer service operations for the Program. The customer service operations will initially focus on application intake operations which must begin within 45 calendar days of Contract execution unless otherwise agreed to by the State.
2. Contractor must provide customer service initial application intake operations for 180 days, which will begin on the day Commerce opens the application period. Following the initial 180-day period, Contractor will transition its focus from application intake operations to application completion and processing.
3. Contractor must provide bilingual customer service representatives who are capable of quickly and efficiently conducting application processing to include determination of program eligibility in accordance with all program requirements, ownership, FEMA, SBA, National Flood Insurance Program, insurance and other payments, duplication of benefits, floodplain status, and other documentation as required.
4. Contractor must ensure completed applications are entered into the appropriate system and coordinated with other customer service intake staff.
5. Contractor must ensure that an application can be securely initiated and completed via the public website.
6. Contractor must ensure compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.
7. Contractor must ensure there are no duplication of benefits for each applicant in accordance with HUD and federal and state policy.
8. Contractor must prioritize applications according to established policy.
9. Contractor must perform research to determine if an applicant's real property or manufactured housing unit is encumbered by a mortgage or lien.
10. Contractor must provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, home repairs, reconstruction, or replacement, and keep the applicant fully aware of all expectations and construction timelines.

11. Contractor must develop a standards-based information process flow system to enable efficient operations. Contractor must provide examples of how they intend to accomplish this requirement within their RFQ vendor reply. Contractor may be required to establish eligibility requirements for sub-grantees.
12. Contractor must close out the applicant’s file after final inspection and payment.

2.1.6 Rebuild Florida Customer Contact Center(s)

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

1. Contractor must strategically establish a minimum of one (1) static customer contact center within 45 calendar days of Contract execution.
2. All customer contact centers must be located within Hurricane Ian impacted counties.
3. Contractor’s customer contact center environment must be designed to have dedicated staff for the Disaster Recovery Program and must not be shared with other programs without the expressed written consent of Commerce. Consent may not be withheld if security concerns are adequately addressed in conformance with applicable federal, state, and Commerce security policies and procedures. Preference shall be awarded to any Florida based operation. Contractor must provide the necessary staffing level to accommodate demand.
4. Contractor must have established performance metrics that ensure the efficient and effective answering of all calls with minimal wait times.

2.1.7 Rebuild Florida Customer Service Centers

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

1. Strategically establish a minimum of 11 regional static customer service centers for a limited duration to serve the following HUD- and State-designated MID counties within 45 calendar days of Contract execution:

HUD MIDS (80%)		STATE MIDS (20%)
Brevard	Manatee	Flagler
Charlotte	Monroe	Glades
Collier	Osceola	Hendry
DeSoto	Pinellas	Lake
Hardee	Polk	Okeechobee
Highlands	Putnam	St. Johns
Hillsborough	Seminole	

- a. At least one (1) static customer service center must be in Collier, DeSoto, Hillsborough, Putnam, Osceola, and Seminole Counties.
- b. The State shall determine when to close the static customer service centers based upon statistical proof that the centers have accomplished their intended purpose. The static customer service centers must be operational and staffed in a manner to reduce wait time and to accommodate working

families. The static customer service centers must remain open for the duration of the initial Contract unless otherwise determined by the State.

- c. During the initial 180 calendar days, the static customer service centers must be open seven (7) days a week, except on recognized State holidays. Commerce must determine if and when the service hours are to be modified.
2. Contractor must provide at least one (1) mobile customer service center to provide application intake services for each of the 20 counties served by the State Action Plan. Using the mobile customer service center, Contractor must provide intake services at sites approved by the State to achieve intake in the counties served under the State Action Plan for Hurricane Ian.
3. Contractor must be granted approval from the state prior to closing any customer service center.
4. Contractor must provide greeters and/or screeners at each customer service center to inform potential applicants of basic eligibility criteria and ensure the potential applicant has all the required documentation to move to case management.
5. Contractor must ensure exceptional customer service at the customer service centers. The State shall not dictate the number of employees at each center but expects each citizen to be treated in a timely manner. Each customer service center shall be unique based upon the needs of the local area; however, Contractor must provide a metrics-based customer service standard accounting for both time of transaction and overall number of customers expected to be served daily. These metrics must be presented to the State at the weekly Executive Briefing.
6. Contractor must provide an appointment system allowing for greater citizen predictability and less citizen wait time.
7. In extreme cases where mobile intake does not suffice, Contractor must provide transportation to and from the customer service center for those who have a valid appointment and are elderly, infirmed, or require transportation to the customer service center. Additionally, the State is not opposed to a Contractor outreach program which brings the case management system to the citizen.
8. The customer service centers must be ADA accessible.
9. Contractor must ensure that citizens who are deemed eligible know the next step in the process, have clearly defined expectations, and a viable timeline. In compliance with this requirement, at a minimum, Contractor must provide citizens with an easily understandable document that sets forth the preceding information.
10. Contractor must ensure a bi-lingual (Spanish) capability and address language issues at all customer service centers as well as during all follow up communications with citizens.
11. Contractor shall provide an on-site staff who must ensure compliance with all aspects of the Fair Housing Act and provide services ensuring populations that are least likely to apply fully understand the Program.

2.1.8 Duplication of Benefits/Verification of Benefits

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

1. Contractor must ensure that subrecipients comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance for Hurricane Ian and other 2022 Florida storms.
2. Contractor must develop a centralized process for Verification of Eligibility and of Benefits (VOB) and to ensure that no Duplication of Benefits (DOB) occurs through the application and contracting process.
3. Contractor must be responsible for providing the staff necessary to handle all applications reviewed during the DOB/VOB process.

2.1.9 Construction Management

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

1. Contractor must procure, in accordance with 2 C.F.R. Part 200, and manage licensed Florida contractors to conduct the repair, replacement, and/or reconstruction of Hurricane Ian and other 2022 Florida storm damaged homes. Contractor must submit their contract with the licensed Florida contractor prior to execution for Commerce's review and approval.
2. Contractor must do pass through of construction cost (Xactimate with General Contractor Overhead and Profit shall not exceed 25% or industry standard whichever is lower) for housing projects.
3. Contractor must ensure all licensed contractors, subcontractors, and any other qualified professionals who assist in completing tasks under this Contract know and enforce housing policies (including mobile home, minimum standards, mold remediation, lead-based paint, asbestos, floodplain etc.), and ensure compliance.
4. Contractor must provide all necessary elevation certificates where required in Special Flood Hazard Areas and as determined by the authority having jurisdiction.
5. Contractor shall be responsible for conducting environmental reviews.. All federal regulations regarding lead-based paint, environmental review, housing quality standards, procurement, labor standards, etc., apply to this program. Contractor must perform an environmental review and on-site inspection of damages upon completion of all verification required by HRRP. An environmental review must be performed on each homeowner's property for that property and the homeowner to be eligible for the Program.
6. Contractor must provide all architectural and engineering services for reconstruction projects, including but not limited to:
 - a. Architectural Services –Contractor must provide architectural services consisting of Standard Architectural Drawings, ADA Compliant Standard Architectural Drawings, Reconfigured Architectural Drawings, and Reproduced Architectural Drawings.
 - b. Engineering Services - Contractor must provide engineering services to develop and produce foundation designs for homes identified for reconstruction by the Contractor and approved by Commerce. Contractor must provide either Standard Foundation Drawings, Reconfigured Foundation Drawings, or Reproduction Foundation Drawings for each house to be reconstructed.

- c. Engineering Analysis and Determination – Upon Contractor’s analysis of the Field Inspection Report (FIR) and photo documentation, a determination must be made by Contractor regarding if the home is suitable for repair. Commerce will approve of all determinations made by Contractor as to whether the home is suitable for repair or warrants reconstruction.
 - d. Structural Assessment Reports (SAR) – Contractor shall develop the results of the engineering analysis into a SAR, which must be completed, certified, and stamped by a Licensed Professional Engineer.
 - e. Design Services – At the discretion of Commerce, for homes where the required repairs identified in the SAR necessitate significant modification to the configuration of the home’s foundation or floor system, or a full replacement of the foundation is needed, engineered foundation design drawings must be provided.
 - f. Quality Analysis/Quality Control Review – Due to the nature of the Program and Program funding, all versions of the SAR and the Not Suitable for Repair memorandum submitted to the program must be thoroughly reviewed by Contractor to support Federal Audit Standards.
7. Contractor must conduct initial inspection and analysis on each home to establish the home’s relative value to determine if it should be replaced, reconstructed, or rehabilitated in accordance with established policies.
 8. Contractor must be responsible for conducting construction progress and final inspections in line with Florida Building Code and Florida Green Building Standards. All inspections are required to be completed within three (3) calendar days of request.
 9. Contractor shall provide a complete and accurate damage assessment and cost of repair estimate based on the initial inspection and analysis of each home within 30 calendar days of an applicant being deemed eligible.
 10. Contractor must assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit shall not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
 11. Contractor must conduct feasibility of repair analysis on all Program eligible structure types. Properties with repair and/or elevation cost estimates that meet or exceed 60% of a comparable reconstruction or replacement house as determined by standard operating procedures shall be limited to reconstruction or replacement as a more cost reasonable option.
 12. Contractor must assign bundles of repair, replacement, or reconstruction projects to regionally qualified contractors in an established contractor pool, based on criteria established by Commerce.
 13. Contractor must ensure that all construction contractors follow established processes for all homes scheduled for demolition and dispose of mobile homes and all demolition/construction debris in accordance with all local, state, and Federal guidelines, regulations, and ordinances.

14. Contractor must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.
15. Contractor must ensure all construction meets local and state building codes and established policies, conducting progress and final inspections, and recommending approval of payments to Commerce accordingly.
16. Contractor must ensure the timely administration and payment of all temporary housing assistance for qualified applicants as required.
17. Contractor must ensure that the work performed is of good and workmanlike quality.
18. Contractor shall be responsible for establishing, implementing, and maintaining a comprehensive monitoring plan for both Davis-Bacon and Section 3 authorized by the HUD Act of 1968 as required.
19. Contractor must conduct routine progress and final inspections and approve and make timely payments to subcontractors accordingly.
20. Contractor must coordinate with the applicant to ensure the timely move in/move out of applicants whose homes are being repaired or replaced so as to minimize the disruption to the applicant and minimize the amount of time the applicant is out of the home.
21. Contractor must provide on-site storage units, if necessary, for the storage of an applicant's possessions during the time the applicant is displaced.
22. Contractor must closely monitor all construction timelines and provide the State with weekly briefings.
23. Contractor must maintain all construction records documenting compliance from start up to file close-out.
24. Contractor must conduct all required environmental assessments, including but not limited to Tier 1 and Tier 2 assessments, lead-based paint assessment, and asbestos containing materials assessments.
25. Contractor shall be responsible for acquiring or providing architectural and structural services required to complete all repair, replacement, or reconstruction projects.
26. Contractor shall be responsible for acquiring all elevation certificates required to complete all repair, replacement or reconstruction projects.
27. Contractor must provide, at a minimum, a weekly briefing to the State regarding the program intake, program construction progress, and program close out. The briefing must provide an update on program metrics as requested and established by the State.
28. Contractor must comply with all construction standards, housing quality standards and energy efficiency standards set forth in Federal statutes governing CDBG-DR and all Federal Notices pertaining to Hurricane Ian, 2022 Florida storms, ADA requirements, as applicable, and any subsequent notices.

2.1.10 Training

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

1. Contractor must provide initial and ongoing training to all employees as well as all subcontracted and State government employees, on the following tasks and any others that are pertinent to Program implementation:

- a. Affirmatively Furthering Fair Housing (“AFFH”);
 - b. Uniform Relocation Assistance (acquisition/relocation);
 - 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 of HUD Act of 1968; and
 - h. Requirements and regulations required by HUD for the administration of the CDBG-DR program.
2. Contractor must train a minimum of 75 Contractor employees and Commerce employees on applicable HUD regulatory provisions.
 3. Contractor must institute a testing program which ensures all attendees of trainings have a substantial understanding of the training subject matter and can demonstrate understanding.
 4. Contractor must provide updated training on any policy changes to all applicable employees within 3 calendar days and retain records of everyone who has attended the training.

2.1.11 Compliance/Audit/Close-out/Disallowed Costs

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

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

2.2 Deliverables, Tasks, Performance Measures and Financial Consequences (RESERVED)

2.3 Housing Program Payment Schedule

Contractor Implementation Cost Outcome Measures – Payment Schedule	
Completion of Outreach and Implementation Start-Up Tasks	3.00%
Completed and Closed Initial Application Intake Process	6.00%
5% of Program Direct Costs Expended (Payment Tier I)	3.00%
10% of Program Direct Costs Expended (Payment Tier I)	3.00%

15% of Program Direct Costs Expended (Payment Tier I)	3.00%
20% of Program Direct Costs Expended (Payment Tier I)	3.00%
25% of Program Direct Costs Expended (Payment Tier I)	3.00%
30% of Program Direct Costs Expended (Payment Tier I)	3.00%
35% of Program Direct Costs Expended (Payment Tier I)	3.00%
40% of Program Direct Costs Expended (Payment Tier I)	3.00%
45% of Program Direct Costs Expended (Payment Tier I)	3.00%
50% of Program Direct Costs Expended (Payment Tier II)	4.00%
55% of Program Direct Costs Expended (Payment Tier II)	4.00%
60% of Program Direct Costs Expended (Payment Tier II)	4.00%
65% of Program Direct Costs Expended (Payment Tier II)	4.00%
70% of Program Direct Costs Expended (Payment Tier II)	4.00%
75% of Program Direct Costs Expended (Payment Tier III)	5.00%
80% of Program Direct Costs Expended (Payment Tier III)	5.00%
85% of Program Direct Costs Expended (Payment Tier III)	5.00%
90% of Program Direct Costs Expended (Payment Tier III)	5.00%
95% of Program Direct Costs Expended (Payment Tier III)	5.00%
100% of Program Direct Costs Expended (Payment Tier IV)	7.00%
1- and 2-year Warranty Coverage on 50% of completed repaired, replaced, or reconstructed homes expires	3.00%
1- and 2-year Warranty Coverage on 100% of completed repaired, replaced, or reconstructed homes expires	3.00%
Completion of Hurricane Ian HRRP Contract Closeout Activities	6.00%

2.4 Subrecipient Program

2.4.1 Program and Contract Administration for the Subrecipient Program

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

- A. Contractor must provide expertise and guidance to OLTR on the management of the Subrecipient Program for Hurricane Ian and other 2022 Florida storms.
- B. .
- C. Contractor must provide project management services in support of the Hurricane Ian CDBG-DR Subrecipient Program, including but not limited to:
 - 1. Developing, maintaining, and updating, as needed, project documents and documentation to include:
 - a. Project charter;
 - b. Project management plan;
 - c. Project status reports – weekly executive reports;
 - d. Project risk and issues log;
 - e. Project schedule – master combined (all Hurricane Ian and 2022 Florida storms for the CDBG-DR program);
 - f. Project schedule – program specific
 - g. Project tracking sheets/logs;

- h. Other documents necessary for the efficient, effective management of the Subrecipient Program(s); and
 - i. Any other documents/reports as requested by Commerce.
 - 2. Actively managing projects assigned by employing the Project Management Body of Knowledge (PMBOK) method. Assignments must include the development, maintenance, and updating of Program documents and documentation specified in section 2.4.1.C.1.
 - 3. Providing weekly executive briefings to the OLTR Director. Briefings must include, at a minimum:
 - a. Reporting on the overall status of the Program;
 - b. Reporting on the status of each project and any risks or issues that might impact the progress of the Program or any project; and
 - c. Reporting on the current projected timelines for each subrecipient program area, including timelines for compliance with any federal laws or guidance documents.
 - 4. Providing technical assistance and guidance to the OLTR staff on the execution of programmatic activities as directed by the OLTR Director or Chief of Business Economic Recovery.
 - 5. Perform other support and consulting functions as required by Commerce.
- D. Contractor must review submitted applications during the Hurricane Ian Subrecipient Program application cycle to determine if the applicant projects meet eligibility and national objective requirements. Contractor must provide a written evaluation of all applications to OLTR.

3.0 Staff Qualifications, Expectations, 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.

Contractor must ensure that a minimum of 25% of all those assigned this Contract are Florida residents with the goal of having 75%. This shall include all prime and sub-contractors. To assist in reaching this goal, within 45 calendar days the Contractor must conduct a minimum of four (4) regional job fairs in counties as directed by the state to utilize local talent to provide administrative support with the implementation of the HRRP tasks.

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

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

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

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

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

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

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 Commerce and shall be paid in accordance with Section 2.2_, Deliverables, Tasks, Minimum Level of Service, and Financial Consequences, and Section _6.0_, Invoicing Instructions and upon completion of each deliverable.

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 Commerce premises, obey and comply with all

rules, policies, and any other standards and procedures which must be adhered to by Commerce's employees and vendors.

3.1 Background Screenings

Commerce 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 Commerce.

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 Commerce 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).

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 Commerce and will be maintained by Commerce. Commerce'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 Commerce's Contract Manager. Commerce reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this project.

3.2 Staffing Changes

Contractor may make staffing changes or cost shifting of staff assigned to this Contract only with prior review and written approval of Commerce's Contract Manager. Commerce'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. Commerce's Contract Manager reserves the right to interview all potential staff prior to beginning work on the project. Commerce 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 Contract) 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 Commerce's Contract Manager.

3.3 Employment Verification (E-Verify)

A. Section 448.095, F.S., 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 C.F.R. 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.

B. 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/>.

C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

3.4 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

Contractor is ineligible to, and may not, bid on, submit a response for, or enter into or renew this contract with Commerce 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 response for this contract, Contractor must certify that it is not participating in a boycott of Israel. Commerce 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 Commerce 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. Commerce 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.

3.5 Prohibition Against Contracting with Antitrust Violators

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.”

3.6 Service Times

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

Brevard, Charlotte, Collier, DeSoto, Flagler, Glades, Hardee, Hendry, Highlands, Hillsborough, Lake, Manatee, Monroe, Okeechobee, Osceola, Pinellas, Polk, Putnam, St. Johns, and Seminole— from 8 a.m. E.S.T until 6 p.m. E.S.T, Monday through Friday, not including any state or federally recognized holidays.

4.0 Commerce Contract Liaisons

Commerce designates as its Contract Manager, Taylor Bane, who can be contacted by telephone at (850) 717-8529 or by email at taylor.bane@deo.myflorida.com.

Commerce designates as its Project Manager for Subrecipient Programs, Garnet Nevels, who can be contacted by telephone at (850) 921-3295 or by email at garnet.nevels@deo.myflorida.com.

Commerce designates as its Project Manager for Housing Programs, Thomas Hartman, who can be contacted by telephone at (850) 717-8441 or by email at Thomas.hartman@deo.myflorida.com.

5.0 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 18 months. Commerce at its discretion, may renew the Contract up to an additional (3) one-year periods. Renewals are contingent upon availability of funds, satisfactory performance evaluations by Commerce, renewal of STC 80101500-20-1,if applicable, and shall be at the discretion of Commerce. 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 Commerce’s sole discretion and in compliance with section 287.057,(13). F.S.

6.0 Invoicing Instructions

- A. Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors shall result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. Commerce is responsible for all payments under this Contract.
- B. Invoices shall contain the Contract number, and the appropriate Federal Employer Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.
- C. Contractor shall submit invoices to Commerce on or before the 15th of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice, you may contact the Contract Manager listed herein with questions. All invoices must be submitted in accordance with the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

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

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

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

D. Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1) (a), F.S.

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

7.0 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.

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@deo.myflorida.com, or by mail at Department of Commerce, 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 Commerce to perform of this Contract. Upon request from Commerce, Contractor shall provide Commerce 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.

Except as necessary to fulfill the terms of this Contract and with the permission of Commerce, 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 Commerce.

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 Commerce 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 Commerce in writing of any disclosure of unsecured confidential information of Commerce 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 Commerce 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 Commerce information in Contractor's possession or electronic interference with Commerce operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to Commerce 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 Commerce'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 Commerce'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 Contractor's obligations under this Contract or is not subject to further unauthorized use.

Upon completion of this Contract, Contractor shall transfer to Commerce all public records in possession of Contractor or keep and maintain public records required by Commerce to perform work under this Contract. If Contractor transfers all public records to Commerce 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 Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

8.0 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 Commerce, 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 proximately caused by the negligent act or omission of the State or Commerce.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and Commerce 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 Commerce's misuse or modification of Contractor's products or Commerce'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 Commerce 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 Commerce the right to continue using the product, Contractor shall remove the product and refund Commerce the amounts paid in excess of a reasonable rental for past use. Commerce 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 Commerce 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 Commerce in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

9.0 Termination

9.1 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, Commerce 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. Commerce 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.

9.2 Termination for Cause

Commerce 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 Commerce, 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 Commerce in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9.3 Termination for Convenience

Commerce, by written notice to Contractor, may terminate the Contract in whole or in part when Commerce 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.

10.0 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 below to Contracts issued by Commerce. In addition:

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

Continued Contractor inability to perform under the conditions of the Contract, may result in default proceedings.

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

10.1 Financial Consequences for Failure to Comply with Contract Requirements:

In addition to those remedies outlined in section 9.0 and section 2.2, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Commerce contract, Contractor shall pay to Commerce financial consequences for such failures, unless Commerce, 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 Contract 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 Commerce. Commerce at its sole discretion shall determine when the Contractor is failing to comply and Commerce 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.

11.0 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 (hereinafter "services") if such failure is beyond the control of Contractor and is approved, in writing, by Commerce. Excusals may be approved for such events as, but not limited to:

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

Contractor shall advise Commerce 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 required services. In no event shall notice to Commerce be provided more than 72 hours after such circumstance or occurrence. Commerce shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable.

12.0 Notification of Instances of Fraud

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

13.0 RESERVED

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

15.0 Errors and Omissions Insurance

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

16.0 Performance Bond

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

- A. Beneficiary – The State shall be named as the beneficiary of the bond. Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by the State directly to State.
- B. Notice of Attempted Change – The State shall receive thirty (30) calendar days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
- C. Premiums – The State shall not be responsible for any premiums or assessments of the bond.
- D. Purpose of Bond - The performance bond is to protect the State against any loss sustained through failure of Contractor or any of its employees to faithfully perform the services required by the Contract. No payments shall be made to Contractor until the performance bond is in place.

- E. To be acceptable to Commerce as surety for performance bonds, the Surety Company shall:
- i. Have a currently valid Certificate of Authority, issued by the State, Department of Financial Services, authorizing it to write surety bonds in Florida,
 - ii. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code,
 - iii. Be in full compliance with the provisions of the Florida Insurance Code,
 - iv. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

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

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

17.0 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, contracts issued in accordance with the Contract, STC 80101500-20-1, Commerce 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.

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

Commerce 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, if applicable, will incorporate the MyFloridaMarketplace (MFMP) Terms and Conditions, this Scope of Work and any Attachments and Addenda thereto, STC 80101500-20-1, 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. Commerce Vendor Core Contract
3. STC 80101500-20-1
4. Purchase Order, if applicable

- 5. MFMP Terms and Conditions
- 6. Contractor’s Response

18.0 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.

19.0 Submission of Responses

- 1. Responses must be submitted electronically through MFMP sourcing. Commerce 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 for each job title, including the estimated hours and hourly rate for all services specified in this RFQ; and
 - ii. Include pricing not to exceed the Contractor’s STC rates.
 - b. Description of Contractor’s relevant experience implementing a disaster recovery program(s).
 - c. Biographies and resumes of proposed key personnel who will perform the services in accordance with the Scope of Work.
 - d. Description of the company’s organization capacity.
 - e. References from two (2) separate clients, other than Commerce, for which Contractor performed work similar to that specified in this Scope of Work.
- 2. Responses are due according to the schedule below:

Activity	Anticipated Date
Issue RFQ	07/14/2023
Questions Due	07/21/2023 at 3:00pm E.T.
Department Responses	07/28/2023
Deadline to submit Response using MFMP Sourcing	08/11/2023 at 5:00PM, E.T.

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