

**The State of Florida
Division of Emergency Management**



Solicitation Type: Request for Proposal (RFP)
Title: Case Work for Emergency Sheltering and Housing Program

Solicitation No.: RFP-DEM-25-26-025

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. Any protest must be timely filed with the Division of Emergency Management's Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Division of Emergency Management, Office of General Counsel, Attention: Agency Clerk, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Protests may also be filed by email at DEM-Legal@em.myflorida.com. The Procurement Officer should be copied on such filings.

Procurement Officer: Jenene Helms
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: 850-901-4818
Email: Jenene.Helms@em.myflorida.com

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The Florida Division of Emergency Management (“FDEM” or “Agency”) is issuing a Request for Proposal (RFP) to establish contracts with multiple Contractors for Case Work missions related to Non-Congregate Sheltering (NCS) and/or State-Managed Direct Housing (DH). This solicitation is for conducting program intake, eligibility, providing a digital system of record, and contact center operations. For the purpose of this solicitation, Case Work refers to a time-limited program-specific process to assist eligible program clients navigate their NCS or DH transition plans. Contractors will work at the discretion of the Agency. Location of assistance could be requested statewide.

1.2 Background Information

Pursuant to Section 1211(a) of the Disaster Recovery Reform Act of 2018 (DRRA), FEMA has the authority to conduct a State-Administered Direct Housing Grant Program as a pilot initiative. While this pilot program was never fully implemented by FEMA, the State of Florida seeks to maintain a stand-by contract to support any future State-Managed Direct Housing missions that FEMA may authorize.

The Contractor will be responsible for providing qualified staff, program management services, case work services, a public-facing intake portal, a digital system of record and a 24/7 contact center necessary for mission execution.

1.3 Timeline of Events

The table below contains the Timeline of Events for this solicitation. Respondents shall become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the Respondent’s responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times specified below (Tallahassee, Florida local time). The Agency will not consider late submittals.

Timeline of Events - Action/Location	Event Time (Eastern Time)	Event Date
RFP posted on the VIP.	5:00 PM	6/16/2026
Deadline to submit questions to the Procurement Officer.	2:00 PM	6/24/2026
FDEM’s anticipated posting of answers to Respondent’s questions on the VIP.	5:00 PM	6/29/2026
Deadline to submit Reply and all required documents to the Procurement Officer.	5:00 PM	7/8/2026

Timeline of Events - Action/Location	Event Time (Eastern Time)	Event Date
Public Opening. Procurement to open responses and read Respondents' names aloud only. To dial in via conference call: Dial in Number: 1-888-585-9008 Conference Room: 527-059-248 To attend in person: 2489 Shumard Oak Blvd Tallahassee, FL 32399	9:00 AM	7/9/2026
Formal Evaluations Conducted.	NA	7/13/2026 - 7/28/2026
Evaluator Scores due to Procurement.	5:00 PM	7/28/2026
Anticipated Post Notice of Intent to Award on the VIP.	5:00 PM	8/28/2026

1.4 Who May Respond

Respondents who demonstrate the ability meet the Responsive Requirements listed in the RFP in order to be considered for award.

1.5 Term

The initial term will begin on the execution date of the Contract and shall be for three years (3) years, unless terminated earlier in accordance with the Contract conditions. Upon mutual written agreement, the Parties may renew the Contract, in accordance with section 287.057(14), Florida Statutes.

Initial term pricing must remain identical from year one (1) through year three (3). Renewal year pricing may increase but must remain identical from year four (4) through year six (6).

Contracts will be issued with no guaranteed quantity of requested materials, services, or contract renewal. The use of this contract is wholly dependent upon the needs of the Agency at the time of an emergency or disaster.

1.6 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, the Scope of Work, FDEM PO Terms and Conditions, Form PUR 1000 (as it may be updated), and Form PUR 1001 are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

- A. **Activation** – Issuance of a purchase order or email authorization to proceed with a task.
- B. **Agency** – The Division of Emergency Management.
- C. **Agency Term Contract** – An indefinite quantity contract to furnish commodities or contractual services during a defined period.
- D. **Confidential Information** – A redacted portion of a Respondent's documents, data, or records disclosed relating to its Proposal that the Respondent claims is confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or any other authority.
- E. **Commercial Park** - A privately owned and operated campground or residential community designed to accommodate recreational vehicles or manufactured housing units. These parks are businesses that provide spaces, hookups, and facilities for TTHUs.
- F. **Communication, Maintaining Health, Independence, Support and Safety, and Transportation (CMIST)** - A framework used in emergency management that helps identify and address the access and functional needs of individuals during and after emergencies, ensuring that everyone, including those with disabilities or other access needs, can be included in disaster recovery.
- G. **Contact Center** – A centralized customer service hub that manages inquiries and support across multiple channels like phone and email. Will serve as the first intake point by gathering personal details needed for program eligibility.
- H. **Contract** – Any binding agreement that results from this competitive procurement, if any, between the Agency and the Vendor.
- I. **Contractor** - The Vendor or Vendors that enter into a Contract as a result of this solicitation.
- J. **Customer** – The Division of Emergency Management.
- K. **DEMES** – The Division of Emergency Management Enterprise Solution. The Agency's electronic system utilized to request quotes, issue purchase orders during emergencies, and for processing all invoices.
- L. **Direct Housing (DH)** - A temporary housing program designed to provide disaster survivors whose homes have been majorly damaged or destroyed with a safe, sanitary, and secure housing unit. Operates for longer than NCS, typically up to 18-months from the date of disaster declaration.
- M. **Disaster Case Work** - A time-limited program-specific form of case work to address the recovery needs of displaced survivors. For the purposes of this contract, case work will be directly tied to the continued sheltering or housing need of eligible clients, and assisting them in identifying recovery resources to transition into longer-term housing solutions.
- N. **Duplication of Benefits (DOB)** - Occurs when a disaster survivor receives the same type of assistance from multiple sources for the same purpose and the total assistance exceeds their actual need.
- O. **Emergency Operations Center** - The Emergency Operations Center (EOC) serves as the central clearinghouse for disaster-related information, and requests for deployment of assistance.

- P. **Environmental and Historic Preservation (EHP)** - A review process to ensure the protection and enhancement of environmental, historic, and cultural resources, as required by Federal environmental and historic preservation laws.
- Q. **FEMA Information Data and Analysis (FIDA)** - A type of report provided by FEMA that contains information on households who have applied for FEMA, the results of their FEMA home inspection, and the types and amounts of assistance they have received from FEMA.
- R. **Group Site** - A designated area to provide temporary sheltering or housing solutions in the form of TTHUs when all other placement options are exhausted after a disaster. These sites are typically developed when private or commercial sites are unable to accommodate the need for emergency sheltering or housing.
- S. **Hourly Rate** - The maximum amount charged per hour of work performed, as submitted by Respondent on Attachment B1, Price Proposal.
- T. **Mission** – A request generated by the internet-based State Emergency Response Team (SERT) Incident Management Application with a unique identifier number and information required to fulfil a request.
- U. **MyFloridaMarketPlace** - MyFloridaMarketPlace (MFMP) is the State of Florida's eProcurement system.
- V. **Non-Congregate Sheltering (NCS)** - A short-term sheltering program eligible for reimbursement under Public Assistance Category B: Emergency Protective Measures. May provide non-congregate sheltering in hotels or motels for up to 6-months from the date of disaster declaration, subject to FEMA authorization and approval.
- W. **Non-Congregate Sheltering using Recreational Vehicles (NCS-RV)** - A short-term sheltering program eligible for reimbursement under Public Assistance Category B: Emergency Protective Measures. May provide non-congregate sheltering in recreational vehicles or travel trailers for up to 6-months from the date of disaster declaration. Subject to FEMA authorization and approval prior to work beginning. Program operations are dictated by FEMA Disaster Specific Guidance.
- X. **Personally Identifiable Information (PII)** - Any data that can be used to identify a specific individual. This includes information that, either on its own or when combined with other data, can reveal a person's identity. Examples include names, addresses, phone numbers, and other details.
- Y. **Proposal** – The formal response/reply to an RFP.
- Z. **Purchase Order (PO)** – A formal document outlining services requested. A Task Order (TO) may also be used.
- AA. **Release of Information (ROI)** - A form that a disaster survivor can sign authorizing a party to share, receive, and discuss PII related to their recovery.
- BB. **Reserve Rate** – The ability for the Division to put personnel on reserve/standby without paying the regular work rate. Duration to be determined based upon mission needs.
- CC. **Respondent** - A vendor who submits a Proposal to this solicitation.

- DD. **Site Inspection Report (SIR)** - A detailed document summarizing the findings, observations, and recommendations from a site visit to a potential location on which a TTHU may be installed.
- EE. **State** – The State of Florida.
- FF. **State Holiday** - An observed and paid State holiday.
- GG. **State Term Contract** – A Term contract that is competitively procured by the Department of Management Services pursuant to s. 287.057, F.S., and that is used by State agencies and Eligible Users pursuant to s. 287.056, F.S.
- HH. **Transportable Temporary Housing Unit (TTHU)** - Pre-fabricated dwellings such as travel trailers, recreational vehicles, or manufactured housing units that may be deployed to disaster-impacted areas.
 - i. RV: Recreational Vehicle
 - ii. TT: Travel Trailer
 - iii. MHU: Manufactured Housing Unit
- II. **Vendor** – As defined in Rule 60A-1.001, F.A.C., and that is capable and in the business of providing the commodities or service as those within the solicitation.
- JJ. **Vendor Information Portal (VIP)** – The State of Florida’s Vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.

1.7 Special Accommodations

Any person requiring special accommodation due to a disability should contact the Agency’s Procurement Officer in section 1.9. Requests for accommodation for meetings must be made at least five (5) working days prior to the meeting. A person who is hearing or speech impaired can contact the American with Disabilities Act (ADA) Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.8 Contact Provision

As required by section 287.057(25), Florida Statutes, the Agency highlights the following provision: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.9 Procurement Officer

The Procurement Officer listed below is the sole point of contact for this RFP. All emails to the Procurement Officer should contain the solicitation name and number in the subject line of the email.

Jenene Helms, Purchasing Deputy Director
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Phone: 850-901-4818
Email: Jenene.Helms@em.myflorida.com

1.10 Order of Precedence for Solicitation

In the event conflict exists among the documents comprising the RFP, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to RFP, if issued (in reverse order of issuance)
- b) Attachment A, Scope of Work
- c) Attachment B1 and B2, Price Proposal
- d) Technical Proposal Instructions and Evaluation Criteria
- e) Attachment E, FDEM Contractual Service Agreement
- f) This RFP document
- g) Other RFP attachments

1.11 Purchases from Other Entities

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other state agencies as defined in Rule 60A-1.001(4)(b) and (c), Florida Administrative Code, and Eligible Users as defined per Rule 60A-1.001(4), Florida Administrative Code, may be permitted to make purchases at the terms and conditions contained herein upon written approval from the Agency (Executive Director or designee) prior to contracting and are also required to follow the provisions of section 287.042(15), Florida Statutes.

1.12 Agency's Right to Reject Proposals

The Agency may reject any Proposal not submitted in the manner specified by this solicitation. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Agency reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

The Agency is placing Vendors on notice of prohibitions. The Agency will not request documentation of, consider, or give preference based on a Respondent's social, political, or ideological interests or preferences, pursuant to section 287.05701 F.S.

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Agency reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Agency

determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a Proposal. There is no guarantee that the Agency will waive an omission or deviation, or that any Vendor with a Proposal containing a deviation or omission will be considered for award of this procurement. The Agency may reject any Proposal not submitted in the manner specified by this solicitation.

A deviation from a requirement or condition is material if, in the Agency's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Proposal or on the cost to the State.

SECTION 2. SOLICITATION PROCESS

2.1 Question Submission

Respondents are strongly encouraged to ask questions regarding the RFP including attachments and the proposed Contract terms and conditions. Questions must be submitted in writing via email to the Procurement Officer by the date and time reflected in the 'Timeline of Events' section. Questions and Answers will be posted via an Addendum to the MyFloridaMarketPlace Vendor Information Portal (VIP) by the date and time in the "Timeline of Events" section. The Agency is not obligated to revise the solicitation or attachments.

The Agency requests that questions contain the solicitation number in the subject line of the email. The Questions and Answers Addendum will become part of the solicitation. Questions will not constitute formal protest of the specifications of the solicitation.

Questions are requested to be submitted in the following format:

RFP Section or Attachment Name and Page Number	Question

2.2 Addenda to the Solicitation

The Agency reserves the right to modify this solicitation by issuing addenda. Addenda will be posted on the VIP. It is the responsibility of the Respondent to regularly check for addenda to the RFP. The Respondent is solely responsible for determining whether addenda to the RFP have been issued and for reviewing impact of addenda on the RFP.

2.3 Public Opening

Proposals will be opened, and the names of Respondents will be announced at a public meeting on the date and at the location indicated in the 'Timeline of Events' section. Respondents are not required to attend. In accordance with section 119.071(1)(b), F.S., the Agency will not provide other information regarding the

received Proposals at the public opening. To attend the public opening, please use the information within the 'Timeline of Events'.

2.4 General Contract Conditions and Contract Formation

In accordance with Rule 60A-1.002(7), Florida Administrative Code, Form PUR 1000, General Contract Conditions is included herein by reference. The PUR 1000 can be found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

The following sections of the PUR 1000 are inapplicable:

- Section 5(n). Force Majeure, Notice of Delay, and No Damages for Delay.

The Contract document will consist of the Attachment A, Scope of Work, the Contract document and Forms, Special Conditions, and the Attachment B1 and B2, Price Proposal submitted by the awarded Respondent upon which the award was based.

This solicitation and all terms, including Forms and Attachments are hereby incorporated into the awarded contract by reference. No additional documents submitted by a Respondent will be incorporated in the Contract. During the solicitation period, the Agency may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

When the awarded Vendor receives a State of Florida PO, services will be authorized to begin. The PO will be subject to all terms of this solicitation and the FDEM Purchase Order Terms & Conditions. In submitting a Proposal, the Respondent agrees to be legally bound by these terms and conditions.

2.5 MyFloridaMarketPlace (MFMP) Registration

Awarded vendor(s) must complete this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

2.6 Florida Substitute Form W-9 Process

Awarded vendor(s) must register and complete an electronic Florida Substitute Form W-9 prior to Contract execution. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

2.7 Division of Emergency Management Enterprise Solution (DEMES)

The Agency has adopted an electronic platform for doing business (requesting quotes, issuing PO's and reviewing/approving invoices) during emergencies. Awarded Contractors are required to register for a DEMES account and utilize the

platform. Please visit the DEMES home page for additional DEMES resources and registration information:

<https://www.fdempportal.com/vendors/s/login>.

2.8 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State's Division of Corporations to transact business in the State of Florida. Website: www.sunbiz.org.

2.9 Disclosure of Proposal Contents

All documentation produced as part of any RFP will become the exclusive property of the Agency and will not be returned to the Respondent unless withdrawn prior to the RFP opening in accordance with the Modification or Withdrawal of Proposal section.

2.10 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the RFP due date by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the RFP opening.

2.11 Diversity

The Agency is dedicated to fostering the continued development and economic growth of minority, veteran, and women owned businesses. Participation of a diverse group of Respondents doing business with the State of Florida is central to the Agency's effort. To this end, minority, veteran, and women owned businesses are encouraged to participate in the State's competitive procurement process as Contractors.

2.12 Proposal Disqualification

Each Respondent must meet the requirements and possess the experience and personnel resources to provide the products and/or services described in this RFP to be eligible for award. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive.

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its Proposal or Proposals:

- a) More than one Proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b) Evidence of collusion among vendors.

- c) Any suspension or debarment of the parent company, subsidiary, or individual involved with the vendor by federal or any state jurisdiction within the last five (5) years.
- d) If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e) If there are any unauthorized additions, interlineations, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

The Agency reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the products/services described in this RFP, as deemed necessary during the RFP or after contract award, if any. The Agency reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

2.13 No Alternate Proposals

Only one Proposal may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Proposal on behalf of one Brand regardless of the number of Brands, subsidiaries, or affiliates owned or controlled by the Respondent.

2.14 Convicted Vendor, Discriminatory, and Antitrust Violator Vendor Lists

a) Convicted Vendor List.

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b) Discriminatory Vendor List.

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c) **Antitrust Violator Vendor List.**

Pursuant to section 287.137, 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.

2.15 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the Vendor understands and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

2.16 Florida Accountability Contract Tracking System (FACTS)

On March 1, 2012, the Department of Financial Services (DFS) implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images as required per section 215.985, Florida Statute. The link to the DFS FACTS public website is: <https://facts.fldfs.com>.

2.17 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Agency may request, and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

SECTION 3. RESPONDING TO THE SOLICITATION

3.1 How to Submit a Proposal

The instructions for this solicitation have been designed to help ensure that Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

The Respondent is responsible for ensuring the Agency receives their Proposal no later than the date and time provided in the 'Timeline of Events' section of this RFP (or as revised by addenda). Proposals may be sent by courier or hand delivered. Proposals that are emailed will not be accepted.

All methods of delivery or transmittal to the Procurement Officer are exclusively

the responsibility of Respondent and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondent.

Each response package should be **sealed** and addressed to the Procurement Officer and display the following information:

Responding Vendor Name
Solicitation Number
Solicitation Title

Paper documents sent via postal service or courier shall be addressed as follows:

Attention: Jenene Helms
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399
Responding Vendor Name
Solicitation Number: RFP-DEM-25-26-025
Title: Case Work for Emergency Sheltering and Housing Program

3.2 PUR 1001, General Instructions

The PUR 1001, General Instructions to Respondents, are incorporated by reference and can be found at:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>.

The following sections of the PUR 1001 (General Instructions) are inapplicable:

- *Section 3. Electronic Submission of Proposals: Proposals shall be submitted in accordance with the instructions in this solicitation.*
- *Section 4. Terms and Conditions: Terms herein will supersede.*
- *Section 5. Questions: Questions shall be submitted in accordance with the Questions and Answers section of this solicitation.*

3.3 Proposal Format

Proposals should be formatted as follows:

A. Volume One and Volume Two (Technical Proposal)

One (1) unredacted and bound paper copy of the Proposal that contains the two (2) Volumes as outlined below. Volumes must be clearly labeled and tabbed. Utilize 8.5" x 11" paper (11x17 can be used for organization chart and/or diagrams). Volume One and Volume Two may be in the same binder/folder.

Volume One, Administrative Qualifications:

Tab 1, Required Forms,
Tab 2, Certifications.

Volume Two, Technical Evaluation Criteria:

Tab 1, Proposal Cover Letter,
Tab 2, Company Background,
Tab 3, Organization Chart,
Tab 4, Experience and Qualifications,
Tab 5, Contact Center,
Tab 6, Digital Systems and Data Management,
Tab 7, Case Work Strategy, and
Tab 8, Resumes.

B. Volume Three (Attachment B1 and B2, Price Proposal)

One (1) unredacted and bound paper copy of the Price Proposal as outlined below:

Volume Three, Price Proposal:

Tab 1, Attachment B1 and B2, Price Proposal.

C. Electronic File

One (1) electronic file of the entire Proposal (Technical and Price) on a USB “thumb drive.” The electronic file should be labeled with the Respondent’s name and formatted as follows:

- Volume One - 1 PDF copy of entire volume (does not need to be tab separated).
- Volume Two - 1 PDF copy of entire volume (does not need to be tab separated)
- Volume Three Price Proposal - 1 copy of entire volume in Microsoft Excel.
- Scanned redacted copy - 1 scanned redacted copy of applicable volumes (See 3.9 Public Records & Respondent Confidential Information).

The electronic file must be non-restricted, meaning they can be saved and shared for retention and evaluation purposes. If an electronic copy is restricted, and therefore unable to be saved, shared, or distributed to committee members, the response shall be deemed non-responsive. All electronic documents must be fully searchable.

The Respondent is responsible for ensuring that all metadata contained in the electronic, redacted copy is removed from it.

If mathematical error(s) in a Respondent’s Price Proposal calculations are identified by the Agency, unit prices submitted by the Respondent may be used to determine the total price for that Respondent. Price(s) will be finalized based on a confirmed attempt to clarify by the Agency to the vendor and, if applicable, corrected Price Proposal.

Vendors pricing shall be all inclusive including: airfare, meals, lodging, rental vehicles, fuel, parking, tolls, and other directly related costs. **Both initial and renewal terms must have all pricing filled out on all cells for all position titles.**

Failure by the Vendor to provide pricing as described shall result in the Proposal being deemed non-responsive and therefore, the Proposal shall be rejected.

Footnotes, notations, additions, and exceptions made in reference to or on the Attachment B1 and B2, Price Proposal will not be considered.

Proposals that fail to submit all required information may be deemed non-responsive. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Proposal shall be on completeness and clarity of content.

Additional details of Volume requirements are outlined below in sections 3.4, 3.5, and 3.6.

3.4 Technical Proposal - Volume One Requirements

Vendors should utilize the individual section tabs in their proposal as outlined below:

Volume One - Administrative Qualification Documents Layout	
Tab 1	<p>Complete and submit the Required Forms, below:</p> <ol style="list-style-type: none">1. Form 1 - Vendor Acknowledgement2. Form 2 - Vendor Certification Form (PUR7801)3. Form 3 - Foreign Countries of Concern Attestation (PUR1355)4. Form 4 - Use of Coercion Forced Labor (PUR2024)5. Form 5 - Provision of Commodities Produced by Forced Labor (PUR2023)6. Form 6 - Addenda Acknowledgement (if applicable)7. Any Additional Certifications (if applicable) <p>*Do not utilize your own forms or alter these forms in any way. *</p>
Tab 2	<p>Certifications</p> <p>If the following documents do not apply to your company, the Respondent may leave this tab blank. Otherwise, provide the following documentation, if applicable:</p> <ol style="list-style-type: none">1. Certification of Women and Minority Business.2. Certification of Wartime or Service-Disabled Veteran.3. Evidence of MyFloridaMarketPlace registration. <p>https://vendor.myfloridamarketplace.com/</p>

	<p>4. Evidence of completion of an electronic Substitute Form W-9. https://flvendor.myfloridacfo.com/</p> <p>5. Evidence of a current and active registration with the Department of State or a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes.</p>
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3.5 Technical Proposal - Volume Two Requirements

Vendors should utilize the individual section tabs in their proposal as outlined below:

Volume Two - Technical Proposal Layout	
Tab 1	<p>Proposal Cover Letter The Respondent should provide a cover letter on the Respondent's letterhead with the following information:</p> <p>Company name, physical address, primary point of contact information, name and contact information of the State Emergency Operations Center (SEOC) representative (continuous liaison), and the name of the person with delegated signature authority for this RFP.</p>
Tab 2	<p>Company Background Include a brief narrative on the background of the Respondent that outlines the details of the firm's size, date established, ownership, total number of employees, and total number of personnel engaged in activities relevant to this RFP.</p>
Tab 3	<p>Organization Chart Submit an organization chart displaying lines of authorities and assigned responsibilities within the Respondent's organization relative to the performance and administration of the requested services and resources. The organization chart must include names, position/job titles, contact information, and a description of each member's responsibilities.</p> <p>Awarded Respondents are responsible for notifying the Contract Manager immediately by email if the organization chart changes.</p>
Tab 4	<p>Experience and Qualifications Due to the specialized nature of the services requested in this solicitation, please detail the Respondents' experience in providing case work services following disaster events, highlighting the expertise of both the company and its key personnel. Such experience would include FEMA Direct Housing or NCS experience, managing federal funded programs, State emergency management contracts, CMIST/Access and Functional Needs (AFN) integration, and Voluntary Organizations Active in Disaster (VOAD)/Long Term Recovery Group (LTRG) coordination.</p> <p>Respondents must submit information for at least two (2) separate and verifiable contracts from the past fifteen (15) years in which the Respondent and/or</p>

	<p>proposed key personnel delivered disaster case work or disaster case management services during disaster response or recovery operations. Experience may be demonstrated through contracts performed by the Respondent organization, proposed key personnel, or a combination thereof, provided the key personnel identified are proposed for significant roles under this Contract. Each contract example should include, at a minimum: the entity name, contract value or total expenditure, incident type, specific dates, scope of services, agencies served, number of households assisted, successful reimbursement or grant award for activities, audit results, and survivor outcomes.</p> <p>Describe how your company plans to respond to no-notice, short notice, and long-term disaster events, including anticipated response times (in days) from mobilization to full program implementation.</p> <p>Describe the experienced personnel dedicated to contract administration, including supervision for day-to-day contract administration of concerns and questions. Provide details on your customer service team, including its structure, designated emergency operation points of contact, and experience working within emergency operations center environments.</p> <p>Highlight partnerships with key recovery personnel, availability, and processes for effectively resolving customer concerns. Use specific examples of customer service challenges and how they were handled.</p> <table border="1"> <thead> <tr> <th data-bbox="293 1052 1284 1087">Evaluation Criteria</th><th data-bbox="1284 1052 1414 1087">Points</th></tr> </thead> <tbody> <tr> <td data-bbox="293 1087 1284 1220">Non-Responsive: Respondent failed to provide the required information or did not demonstrate the experience, qualifications, or capability necessary to perform the Scope of Work.</td><td data-bbox="1284 1087 1414 1220">0</td></tr> <tr> <td data-bbox="293 1220 1284 1388">Poor: Respondent minimally demonstrated relevant experience, qualifications, and organizational capability. Response lacked sufficient detail, supporting information, or demonstrated ability to successfully perform the Scope of Work.</td><td data-bbox="1284 1220 1414 1388">5</td></tr> <tr> <td data-bbox="293 1388 1284 1556">Marginal: Respondent partially demonstrated relevant experience, qualifications, and capability to perform the Scope of Work; however, the response lacked depth, clarity, or sufficient supporting information.</td><td data-bbox="1284 1388 1414 1556">10</td></tr> <tr> <td data-bbox="293 1556 1284 1717">Good: Respondent adequately demonstrated relevant experience, qualified personnel, and organizational capability to successfully perform the Scope of Work. Response included clear and relevant supporting information.</td><td data-bbox="1284 1556 1414 1717">15</td></tr> </tbody> </table>	Evaluation Criteria	Points	Non-Responsive: Respondent failed to provide the required information or did not demonstrate the experience, qualifications, or capability necessary to perform the Scope of Work.	0	Poor: Respondent minimally demonstrated relevant experience, qualifications, and organizational capability. Response lacked sufficient detail, supporting information, or demonstrated ability to successfully perform the Scope of Work.	5	Marginal: Respondent partially demonstrated relevant experience, qualifications, and capability to perform the Scope of Work; however, the response lacked depth, clarity, or sufficient supporting information.	10	Good: Respondent adequately demonstrated relevant experience, qualified personnel, and organizational capability to successfully perform the Scope of Work. Response included clear and relevant supporting information.	15
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	Excellent: Respondent thoroughly demonstrated extensive relevant experience, highly qualified personnel, and exceptional organizational capability to successfully perform the Scope of Work. Response included comprehensive supporting information and clearly demonstrated the ability to exceed requirements.	20
Tab 5	Contact Center Respondents shall demonstrate their capability to provide and manage a scalable, fully hosted disaster Contact Center and case management operation supporting State NCS and Direct Housing (DH) missions as stated in the scope of work. Evaluation will consider the respondent’s experience operating high-volume or emergency management contact centers, including multilingual and Americans with Disabilities Act (ADA)/Teletypewriter (TTY) compliant services, surge staffing capacity to ensure all applicates can receive contact within 24 hours, call recording and quality assurance systems, queue management and callback functionality, and business continuity capabilities. Respondents should provide detailed information regarding maximum concurrent call capacity, average response times, disaster activation experience, system uptime history, disaster recovery and continuity plans, and sample operational performance metrics. Particular consideration will be given to demonstrated experience supporting FEMA or other emergency management hotline operations, cloud-based scalable systems, and the ability to restore system functionality and associated data within the required two-hour recovery timeframe.	
	Evaluation Criteria	Points
	Non-Responsive: Respondent failed to provide the required information or did not demonstrate the capability to provide and manage the requested Contact Center services.	0
	Poor: Respondent minimally demonstrated the capability to provide and manage Contact Center services. Response lacked sufficient detail, operational capability, staffing capacity, system functionality, or supporting information necessary to support successful performance.	5
	Marginal: Respondent partially demonstrated the capability to provide and manage Contact Center services; however, the response lacked depth, clarity, scalability, operational detail, or sufficient supporting information.	10
Good: Respondent adequately demonstrated the capability to provide and manage Contact Center services. Response included relevant operational information, staffing capability, system functionality, and supporting information demonstrating the ability to successfully perform the Scope of Work.	15	

	Excellent: Respondent thoroughly demonstrated extensive capability to provide and manage Contact Center services. Response included comprehensive operational information, scalable system capability, strong staffing and continuity planning, relevant experience, and clear supporting information demonstrating the ability to exceed the requirements of the Scope of Work.	20
Tab 6	<p>Digital Systems and Data Management</p> <p>Respondent must, at a minimum, propose a comprehensive technology solution to provide and manage a public-facing intake portal supporting Disaster Individual Assistance. The proposal shall describe the system’s capabilities, including secure document uploads, backend case review workflows, ongoing case management, and client progress tracking.</p> <p>Respondent must clearly outline and identify:</p> <ul style="list-style-type: none">• By name their current and existing digital system of record• Explain how the proposed solution ensures compliance with the Privacy Act of 1974• How the system of records meets State of Florida Cybersecurity Standards (60GG-2)• Comply with DHS/FEMA current data sharing and storage requirements, and all other applicable federal and state data security regulations.• It’s capacity to modify data intake, retention, and reporting parameters upon minimal or no advance notice, in accordance with the State’s request, to accommodate evolving operational priorities and programmatic requirements <p>The Respondent’s proposal shall detail:</p> <ul style="list-style-type: none">• Workflow management capabilities• Audit features• System configuration• Enhancement abilities• Procedures for securely generating and sharing data reports with the State, FEMA, and local governments, as required.• Ongoing management and maintenance• Data Retention• Describe the measures implemented to ensure data security, quality assurance and quality control, data accuracy, and protection of Personally Identifiable Information (PII). <p>Additionally, the proposal must clearly outline the Respondent’s approach to system implementation and cost control throughout the duration of the contract.</p>	

	Evaluation Criteria		Points
	Non-Responsive: Respondent failed to provide the required information or did not demonstrate the capability to provide and manage the required digital systems and data management services.		0
	Poor: Respondent minimally demonstrated the capability to provide and manage digital systems and data management services. Response lacked sufficient detail regarding system functionality, security measures, workflow capabilities, data management processes, or ongoing operational support.		5
	Marginal: Respondent partially demonstrated the capability to provide and manage digital systems and data management services; however, the response lacked depth, clarity, system detail, security information, or sufficient supporting documentation.		10
	Good: Respondent adequately demonstrated the capability to provide and manage digital systems and data management services. Response included clear information regarding system functionality, security measures, workflow and reporting capabilities, operational support, and data management processes necessary to successfully perform the Scope of Work.		15
	Excellent: Respondent thoroughly demonstrated extensive capability to provide and manage digital systems and data management services. Response included comprehensive information regarding system functionality, security and compliance measures, workflow and reporting capabilities, implementation and operational support, and demonstrated the ability to exceed the requirements of the Scope of Work.		20
Tab 7	Case Work Strategy		
	Respondents shall describe their proposed approach to disaster case management services, including client intake, eligibility verification, ongoing case work, housing stabilization, and transition planning to longer-term or permanent housing solutions. Responses should demonstrate the Respondent's understanding of disaster recovery operations and coordination with local, state, federal, nonprofit, VOAD, and LTRG partners.		
	Respondents shall describe their intake and screening methodologies, including processes for client application, eligibility determination, and ongoing case management activities. Responses should also address methods used to maintain client engagement, frequency of client contact, and approaches for tracking client progress throughout the duration of assistance.		
	Respondents shall outline their proposed training plans for Case Workers and Case Work Supervisors, including supervision, operational oversight, and approaches for ensuring quality and consistency in service delivery.		

	<p>Respondents should further describe their strategies for identifying barriers to recovery, navigating available resources, and supporting vulnerable populations, including AFN/CMIST considerations.</p> <p>Additionally, Respondents shall describe their compliance monitoring procedures, fraud prevention measures, escalation protocols, and case closure processes. Responses should include approaches for coordinating with partner agencies and organizations to support client recovery and transition planning.</p> <table border="1" data-bbox="293 510 1414 1507"> <thead> <tr> <th data-bbox="293 510 1287 548">Evaluation Criteria</th><th data-bbox="1287 510 1414 548">Points</th></tr> </thead> <tbody> <tr> <td data-bbox="293 548 1287 680">Non-Responsive: Respondent failed to provide the required information or did not demonstrate an approach to providing the requested case work services.</td><td data-bbox="1287 548 1414 680">0</td></tr> <tr> <td data-bbox="293 680 1287 884">Poor: Respondent minimally demonstrated an approach to case work services. Response lacked sufficient detail regarding operational processes, coordination efforts, staffing and training approaches, client support strategies, or overall service delivery capability.</td><td data-bbox="1287 680 1414 884">5</td></tr> <tr> <td data-bbox="293 884 1287 1052">Marginal: Respondent partially demonstrated an approach to case work services; however, the response lacked depth, clarity, operational detail, or sufficient supporting information necessary to fully demonstrate the ability to perform the Scope of Work.</td><td data-bbox="1287 884 1414 1052">10</td></tr> <tr> <td data-bbox="293 1052 1287 1266">Good: Respondent adequately demonstrated an approach to case work services. Response included clear and relevant information regarding operational processes, coordination efforts, staffing and training, client support methodologies, and service delivery capability necessary to successfully perform the Scope of Work.</td><td data-bbox="1287 1052 1414 1266">15</td></tr> <tr> <td data-bbox="293 1266 1287 1507">Excellent: Respondent thoroughly demonstrated a comprehensive and well-defined approach to case work services. Response included detailed operational strategies, coordination efforts, staffing and training methodologies, client support processes, and clearly demonstrated the capability to exceed the requirements of the Scope of Work.</td><td data-bbox="1287 1266 1414 1507">20</td></tr> </tbody> </table>	Evaluation Criteria	Points	Non-Responsive: Respondent failed to provide the required information or did not demonstrate an approach to providing the requested case work services.	0	Poor: Respondent minimally demonstrated an approach to case work services. Response lacked sufficient detail regarding operational processes, coordination efforts, staffing and training approaches, client support strategies, or overall service delivery capability.	5	Marginal: Respondent partially demonstrated an approach to case work services; however, the response lacked depth, clarity, operational detail, or sufficient supporting information necessary to fully demonstrate the ability to perform the Scope of Work.	10	Good: Respondent adequately demonstrated an approach to case work services. Response included clear and relevant information regarding operational processes, coordination efforts, staffing and training, client support methodologies, and service delivery capability necessary to successfully perform the Scope of Work.	15	Excellent: Respondent thoroughly demonstrated a comprehensive and well-defined approach to case work services. Response included detailed operational strategies, coordination efforts, staffing and training methodologies, client support processes, and clearly demonstrated the capability to exceed the requirements of the Scope of Work.	20
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Tab 8	<p>Resumes</p> <p>Respondents must provide one (1) resume for each of the following positions: Program Manager, Technical Lead, Finance Lead, Contact Center Manager, Eligibility and Case Work Lead. These positions are highlighted in green on Attachment B1, Price Proposal. (The Agency reserves the right to request additional personnel resumes at its sole discretion throughout the contract term.)</p>												

Do not submit more than 75 pages in aggregate for the Technical Proposal, including cover page and table of contents. Resumes are not included in the page count.

Failure of the Vendor to provide any information required in the Technical Proposal portion of their Response may result in a score of zero for that element of the evaluation.

3.6 Price Proposal - Volume Three Requirements

Vendors should utilize the provided Attachment B1 and B2, Price Proposal and include it in your Volume Three:

Volume Three – Price Proposal	
Tab 1	Attachment B1 and B2 <ul style="list-style-type: none">• Respondents shall download Attachment B1 and B2, Price Proposal in Excel format, and include pricing for all cells. Failure to provide pricing in each cell shall deem the vendors' Price Proposal non-responsive.• Vendors pricing shall be all inclusive including: airfare, meals, lodging, rental vehicles, fuel, parking, tolls, and other directly related costs.

3.7 Responsive Requirements

The Procurement Officer will review Proposals to determine if they are Responsive and Responsible utilizing the requirements outlined below.

- a) Was the proposal received by the date and time in the Timeline of Events?
- b) Did the Respondent sign and submit all required forms?
- c) Did the Respondent submit an electronic file that contains all Volumes with signed forms and a fully completed Attachment B1 and B2, Price Proposal?

3.8 Subcontracting

The Concentrator shall perform all tasks and services required under this agreement using only its own direct employees. The Contractor shall not subcontract, delegate, or outsource any portion of this work.

3.9 Public Records & Respondent Confidential Information

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Proposals are public records and are subject to disclosure unless exempt from disclosure by law. ***If the Respondent considers any portion of its Proposal to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Agency with a separate, redacted copy of its Proposal. For each portion redacted, the Respondent must briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption.*** On the cover of the redacted copy, the Respondent is to provide its name and the Agency's solicitation name and number and clearly title

it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Proposals are exempt from production in response to public records requests until such time as the Agency provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, the Agency will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Agency will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Agency will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Agency becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Agency will give the Respondent notice of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Agency will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Agency for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are Confidential Information. ***If a Respondent fails to submit a redacted copy in accordance with this section, the Agency is authorized to produce the entire material submitted to the Agency in response to a public records request for, or demand for discovery or disclosure of, these records.***

SECTION 4. EVALUATION CRITERIA AND SCORING

4.1 Technical Proposal Evaluation

The Evaluation team will independently review and score the Technical Proposal(s) received from responsive and responsible Respondents using the evaluation criteria and scoring outlined in section 3.5, Tab 4 and Tab 5 (see Form 7, Evaluation Workbook).

4.2 Technical Proposal Criteria

A total of 80 points are available for the Technical Evaluation (Volume Two, Technical Proposal) as outlined below.

Technical Proposal Evaluation Criteria	Available Points
1. Experience and Qualifications - Tab 4	20
2. Contact Center – Tab 5	20
3. Digital Systems and Data Management – Tab 6	20
4. Case Work Strategy – Tab 7	20
Total Possible Score for Technical Proposal	80

4.3 Price Proposal, Attachment B1 and B2

The Respondent may be awarded up to 20 points for Attachment B1 and B2, Price Proposal. The Agency will consider the total cost for each year of the Contract, including renewal years, as submitted by the Respondent. The Respondent is required to submit in its Price Proposal not-to-exceed Hourly Rates and Logistical Support (Initial and Renewal) for all costs on Attachment B1 and B2, Price Proposal for both the initial and renewal terms. The Respondent will receive points based on the following methodology:

Attachment B1: The Respondent's Calculated Hourly Rate (Initial and Renewal) for all job titles will be calculated by the Agency using the following formula and used for scoring purposes only:

The Respondent with the lowest Calculated Hourly Rate (Initial and Renewal) will receive 10 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 10 = Z$$

Where:

X = lowest Calculated Hourly Rate (Initial and Renewal) for all job titles

N = Respondent's Calculated Hourly Rate (Initial and Renewal) for all job titles

Z = points awarded

Attachment B2: The Respondent's Calculated Rate (Initial and Renewal) or all services will be calculated by the Agency using the following formula and used for scoring purposes only:

The Respondent with the lowest Calculated Rate (Initial and Renewal) will receive 10 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 10 = Z$$

Where:

X = lowest Calculated Rate (Initial and Renewal) for all categories

N = Respondent's Calculated Rate (Initial and Renewal) for all categories

Z = points awarded

Total Technical and Price Proposal Scores	Available Points
1. Technical Proposal	80
2. Price Proposal	20
Total Possible Score	100

SECTION 5. BASIS OF AWARD

5.1 Scoring Calculation

The Agency intends to award Contracts to the most responsive and responsible Respondent's whose Proposals are determined to be the best value to the state. An award of a Contract does not guarantee usage. Usage of all Contracts will be determined by the Director or his designee.

The Procurement Officer will determine whether a Respondent is responsive and responsible. Technical responses will be scored by independent evaluators with the evaluation criteria set forth in Section 4 of this RFP. The Procurement Officer will average the Technical Proposal scores to determine each Respondent's Final Technical Score. Only the Procurement Officer will review and score Respondent's Price Proposal.

The Agency will combine the Respondent's Final Technical Score and Respondent's Grand Total calculated points for price to determine the Respondent's Final Evaluation Score. Awards will be made to the highest average scored Respondent and any Respondent(s) within 30% of the highest score, combined technical and pricing.

The Agency has the right to award multiple contracts for all or part of the work contemplated by this solicitation. The Agency reserves the right to accept or reject all offers, and to waive any minor irregularity, technicality, or omission if the Agency determines that doing so will serve the best interest of the State. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. Furthermore, the Agency has the right to use products or services from any awarded vendor, for any line item, simultaneously and at the Agency's discretion.

5.2 Agency Decision

The Agency will post a Notice of Intent to Award on the MFMP VIP website: <https://vendor.myfloridamarketplace.com/>.

5.3 Preference to Florida Businesses

Applicable to bids for goods only: Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Agency will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

SECTION 6. ATTACHMENTS AND FORMS

6.1 Attachments

Attachment A – Scope of Work
Attachment B1 and B2 – Price Proposal
Attachment C – FDEM Contractual Services Agreement
Attachment D – FDEM Purchase Order Terms and Conditions
Attachment E – FDEM Contractual Service Agreement
Appendix A – Individual Daily Activity Report
Appendix B – Vendor Security and Compliance Agreement

6.2 Forms

Required forms to be returned with Proposal:
Form 1 – Vendor Acknowledgement
Form 2 – Vendor Certification Form (PUR7801)
Form 3 – Foreign Countries of Concern Attestation (PUR1355)
Form 4 – Use of Coercion Forced Labor (PUR2024)
Form 5 - Provision of Commodities Produced by Forced Labor (PUR2023)
Form 6 – Addenda Acknowledgement (if applicable)

For Evaluation Team use only:
Form 7 – Evaluation Workbook (for Evaluation Committee use only)

Attachment A Scope Of Work

Case Work for Emergency Sheltering and Housing Program

PURPOSE

The purpose of this Contract is to acquire qualified services to assist the Florida Division of Emergency Management (hereinafter referred to as “FDEM” or “Agency”) Recovery Bureau with Non-Congregate Sheltering (NCS) and/or State-Managed Direct Housing (DH) missions.

Supporting the immediate shelter needs of disaster-impacted residents is a top priority of the State of Florida.

Pursuant to Stafford Act Section 403 (Public Assistance) – Category B: Emergency Protective Measures can provide assistance for sheltering activities to States and Local Governments.

Pursuant to FEMA’s Public Assistance Program and Policy Guide (PAPPG) Version 5 § XIII, subsection O(ii), FEMA may reimburse costs related to emergency sheltering provided in non-congregate environments under limited and exigent circumstances, such as when congregate shelter facilities are:

- Not available due to the nature of the incident (e.g., identified shelter facilities were damaged by the incident);
- Insufficient to meet the need for sheltering; or,
- No longer available for use if owners of facilities used as congregate shelters require their return to their routine purpose or use, resulting in cessation of shelter operations.

Applicants (i.e. FDEM) must submit written requests for work and costs related to NCS which occur in non-traditionally operated facilities (e.g., recreation vehicles, including travel trailers; condominiums; short-term rentals, including Airbnb; ships) and obtain FEMA approval prior to sheltering survivors. Approval for these activities is subject to Disaster Specific Guidance (DSG).

When authorized, Non-Congregate Sheltering may also complement a Stafford Act Section 408 Direct Temporary Housing Mission when administered simultaneously.

Pursuant to Section 1211(a) of the Disaster Recovery Reform Act of 2018 (DRRA), FEMA has the authority to conduct a State-Administered Direct Housing Grant Program as a pilot initiative. While this pilot program was never fully implemented by FEMA, the State of Florida seeks to maintain a stand-by Contract to support any future State-Managed Direct Housing missions that FEMA may authorize.

Contractors will be responsible for providing qualified staff, program management services, case work services, a public-facing intake portal, a digital system of record, a 24/7 contact center, and any logistical support necessary for mission execution.

PERIOD OF PERFORMANCE

The initial term will begin on the execution date of the Contract and shall be for three years (3) years, unless terminated earlier in accordance with the Contract conditions. Upon mutual written agreement, the Parties may renew the Contract, in whole or in accordance with section 287.057(14), Florida Statutes.

Initial term pricing must remain identical from year one (1) through year three (3). Renewal year pricing may increase but must remain identical from year four (4) through year six (6).

Contracts will be issued with no guaranteed quantity of requested materials, services, or contract renewal. The use of this contract is wholly dependent upon the needs of the Agency at the time of an emergency or disaster.

LOCATION OF WORK

All work performed under this Contract will be directed by the Agency and may cover counties in any assigned area within the State of Florida impacted by a disaster, be it declared by the state or federal government. This includes staffing the State Emergency Operations Center (SEOC), Joint Field Office (JFO), Branch Field Office (BFO) or an alternate location as needed and providing project management and logistical support throughout the State of Florida.

Contractors shall not assign any staff to work in an area without express direction from the Agency. Contractors shall not increase staffing without direction from the Agency.

TASK ORDERS

All tasks shall be assigned through the issuance of subsequent task orders in the form of WebEOC missions or Notice to Proceed messages and performed under the direct supervision of the Agency's Contract Manager or Designee. Initial contract activation would be facilitated via WebEOC mission and subsequent Purchase Order issued through the Division of Emergency Management Enterprise Solution (DEMES) portal. Once activated, subsequent task orders may be communicated via email correspondence from the agency. Selected Contractors must have at least one WebEOC user account vetted through the agency via email.

RATES AND HOURS EXPECTATION

Staffing rates should be all-inclusive to include travel, lodging, per-diem, and incidentals. Staffing rates should be hourly with up to 16-hour work days at flat rates, no overtime

rates will be accepted. A Reserve Rate should be identified and would only be used based upon mission needs.

STAFF QUALIFICATIONS

Contractors shall possess the professional and technical staff necessary to perform the tasks/services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them. Contractors shall submit an organizational chart containing names and titles of all staff performing work under this Contract upon issuance of a Task Directive, Task Work Order, Notice to Proceed, or upon Agency request.

All services to be furnished by the Contractors under this Contract shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.

Contractor staff shall render services identified by FDEM and shall be paid on an hourly basis.

BACKGROUND SCREENINGS

By submitting a response, the Contractor attests that all Contractors staff who perform work under this Contract may be required to submit to a Level 2 background screening.

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, Florida Statutes, Contractors staff 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's staff not being allowed to work on this Contract.

All costs incurred in obtaining background screening shall be the responsibility of the Contractors. The Contractor is to maintain the results of the screenings and make them available upon request. FDEM reserves the right to make final determinations on suitability of all Contractors staff assigned to this Contract.

STAFFING CHANGES

Contractors shall provide names and resumes of key staff, as identified in the Price Proposal. FDEM reserves the right to review all potential staff prior to beginning work on the Contract.

Contractors may make key staffing changes of staff assigned to this Contract only with prior review and written approval of FDEM's Contract Manager or their Designee(s). FDEM's Contract Manager and Project Manager(s) must be notified in writing at least 10 days prior to a potential change in key staff. Notifications must include the candidate's name, résumé, position, title, and starting date. FDEM reserves the right to review all potential staffing changes prior to beginning work on the Contract. FDEM reserves the right to request the replacement of any staff through written notification to Contractors. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding Change Order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

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

Additionally, Contractor will not charge higher position level rates for lower position level activities. For example, a program manager performing case work specialist activities cannot invoice at program manager rates for those activities. The program manager must invoice case work specialist rates for case work activities performed. If extraordinary circumstances require the activities to be performed by a higher position level, written consent from the Agency is required prior to commencement of the work.

TASKS and RESPONSIBILITIES

Continuous Liaison with FDEM

Beginning on the date of execution of the contract, the Contractor shall be continuously available to the Agency's representatives for response to requests for information, requests for activation, deployment of staff, discussion of contract performance, and all additional contract administration activities.

Within 30 days of receipt of the Notice of Award of this contract, unless a different period is agreed to in writing by the Contract Manager, the Contractor shall:

- Provide the names, job titles, and contact information for one primary and one alternate senior manager within the Contractor's organization that will act as liaison between the organization and Agency. Liaisons should be available 24 hours per day, seven days per week, including holidays and non-traditional hours.
- Submit a current organizational chart displaying lines of authority and assigned responsibilities within the Contractor's organization relative to the performance and administration of this contract. The organization chart shall include names, position/job titles, contact information for both business and non-business hours, and a description of each person's responsibilities and skillsets under this contract.

- **The Contractor shall submit the above information to the Contract Manager by e-mail. During the contract period, including any optional performance periods, the Contract Manager shall be notified immediately, by email, of any changes with the Contractor's designated liaisons or in the Contractor's organization chart.**

Emergency Response Planning and Operations

Beginning on the date of award of the contract, the Contractor shall:

- Return the Agency's emergency phone calls within two (2) hours of initial notification.
- If requested by the Agency, provide management level personnel at the State Emergency Operations Center (SEOC) in Tallahassee, FL and/or to the State Warehousing Locations within 24 hours to collaborate with FDEM personnel for preparedness, response and recovery activities. In the event that the Continuity of Operations Plan is enacted and the functions of the SEOC are transferred to an alternate location, the Contractor must deploy its personnel to the alternate location if requested by the Agency.
- Participate in scheduled conference calls, as requested by the Agency, to review mission priorities, potential roles, services, and personnel resources.
- Annually confirm and report their available personnel resources to the Contract Manager by email and regular mail no later than May 1 of each Contract year.
- Provide an updated list of available personnel within 24 hours upon initial notification by the Agency of accelerated preparedness measures due to an impending public health emergency or public emergency event.
- Respond to, manage, and provide daily updates on State Emergency Response Team (SERT) WebEOC tasked missions.
- Attend yearly trainings, exercises, and other events as requested by the Agency in support of emergency response planning and operations
- Request and receive the Agency's written approval prior to the deployment of Contractor personnel resources.

The Contractors will assist FDEM with response/recovery efforts regarding any disaster for which the State conducts a State Non-Congregate Sheltering or State-managed Direct Temporary Housing mission.

All tasks shall be performed under the direct supervision of the Recovery Bureau's Contract Manager or Designee(s). The Contractors shall perform the tasks listed below to include, but are not limited to, the following specific tasks:

Eligibility and Case Work Tasks/Responsibilities:

- Set-up and maintenance of public-facing application and intake portal, as well as an email address to provide direct technical assistance to applicants within 24 hours of notice to proceed;

- Set-up and maintenance of a digital system of record for all program activities, to include intake, eligibility, documentation collection, case work, and reporting;
- Set-up and maintenance of a Contact Center to field program intake, eligibility, status updates, case work, and general inquiries. Contact center must return calls within 24 business hours of initial outreach;
- Performance of in-person and/or virtual outreach activities to support program intake, documentation collection, eligibility review, case work, and monthly signing of Occupancy Agreements;
- Determining placement type for eligible clients in accordance with State and Federal guidelines, taking into consideration pre-disaster address location and household composition, including number of single adults, coupled adults, individuals with Access and Functional Needs, and children when determining unit type and size. Client placement type or solution must be identified within 24 hours of an eligibility determination;
- Hiring and managing a sufficient number of Eligibility and Case Work staff;
- Maintaining an Eligibility and Case Work Specialist to client ratio of 1:20 for the duration of the program;
- Maintaining an Eligibility and Case Work supervisor to Eligibility and Case Work Specialist ratio of 1:10 for the duration of the program;
- Developing or soliciting formalized disaster case work training that covers program overview, triage, fraud identification and prevention, individualized recovery plan development, verification of ongoing needs, processes for soliciting Occupancy Agreements, mass messaging and emergency notification, case note tracking and data input, reporting guidelines, cultural competency, stakeholder engagement, referral and transfer processes, and case closure processes.
- Becoming a party to the state's Data Sharing Addendum with FEMA, if required;
- Reviewing NCS or DH applications, documents, and FEMA data for program eligibility in accordance with State and Federal guidance;
- Conducting client triage and identifying impacts, unmet needs, and barriers;
- Meeting with each client at least once every 7-days;
- Collecting Occupancy Agreements on a 30-day basis from clients and verifying continued need for sheltering or housing support;
- Conducting mass notification or mass messaging to program applicants and/or clients related to severe weather alerts, program updates, or other announcements, as requested;
- Developing and maintaining a comprehensive recovery resource guide specific to the mission and/or disaster event(s);
- Assisting clients with creating NCS or DH Transition Plans or Permanent Housing Plans. Individual plans must be updated during or within 24 hours of each client meeting;
- Supporting clients with navigating or applying for available resources and programs to transition out of NCS or DH;

- Coordinating with local, state, and federal government partners, private non-profits, Long Term Recovery Groups (LTRGs), unmet needs roundtables, private sector partners, and other case work partners and stakeholders as appropriate;
- Conducting case transfers and closures as appropriate or as directed by the Agency;
- Transferring cases to a formalized Disaster Case Management Program (DCMP), as needed, at client case closure;
- Maintaining client case notes and records, to include outreach attempts, case updates, case status overviews, barriers to transitioning out of the program, estimated timelines for transitioning out of the program, and any other pertinent client records. These records must be accessible to the Agency and its staff;
- Acting in accordance with the State's Access and Functional Needs and/or Communication, Maintaining Health, Independence, Support and Safety, and Transportation (CMIST) strategy; and
- Acting in accordance with all State and Federal data sharing and information management requirements to protect clients' Personally Identifiable Information (PII).

Note: Any other responsibilities not expressly listed but required to meet the scope of work will be the Contractor's responsibility.

STANDARD OF GOODS, SERVICES, AND DELIVERABLES

Contact Center

The Contractor shall source and staff a Contact Center Sunday through Saturday, 7:00 AM to 7:00 PM Eastern Standard Time (EST). Unless circumstances such as a disaster or emergency occur, no services are required on Thanksgiving Day, Christmas Day, or New Year's Eve Day. Reduced hours for the day before and/or after Thanksgiving, Christmas Eve, and New Year's Eve Day will be considered on a case-by-case basis. Contact Center staff may not work on some or all State holidays, as determined by the Agency, however, the system shall still provide a minimum of pre-recorded message provision.

The Contractor shall provide 48-hour notification for scheduled routine maintenance to the Agency. Routine maintenance shall be scheduled outside of the Contact Center's regular operating hours. The Contact Center will remain operational for as long as an active NCS or DH mission is ongoing. The Contact Center and/or its agents must be located within the continental United States.

The Contractor shall not purchase any additional equipment or software unless approved by the Agency. The service shall be fully hosted. The Contractor shall be responsible for all activities related to initial setup, installation, and maintenance of the hosted Contact Center and/or TTY device, including meeting with the Agency to interpret the various programs available to survivors and their respective requirements, then relating them to the overall application design to meet the Agency's specifications.

The Contact Center shall have the ability to place outbound calls. The Contact Center shall accept in-bound calls from a local telephone number or a toll free 800 number. The Contact Center shall have the ability to transfer or conference in other lines both inside and outside the voice network, including multi-language lines, TTY (Text Telephone, Teletypewriter), and other State-identified agencies or organizations. This feature shall be supported for both in-house and remotely located agents or supervisors.

The Contractor shall indicate the maximum number of active agents conducting simultaneous calls their service can accommodate at one time, system wide, and per call server. Contact Center agents shall be able to log in or gain remote access from any location using a cell phone, land line, or via the Internet. The Contact Center shall scale to meet the Agency's needs. The Contractor shall have the ability to indicate to the calling party the estimated wait time in queue, as well as the ability to save a caller's place in the queue and call them back when a Contact Center agent is available.

The Contractor shall provide multi-lingual support in English, Spanish, and Haitian-Creole, with the ability to provide additional translation or interpretation services as needed. The Contractor shall assist survivors utilizing the Contact Center in filling out and submitting applications for NCS and/or DH, answering questions related to program eligibility or delivery, providing applicants or clients with status updates on their cases or standing within the program, connecting clients to their assigned case worker, and fielding general inquiries. The Contact Center shall defer all questions from media personnel, law enforcement, applicant or clients' legal counsel, and other disaster recovery stakeholders to the Agency prior to answering and shall only provide response or comment at the Agency's direction.

The Contractor shall have the ability to record selected or all calls, as well as the ability to listen to previously recorded calls. In the event of system wide failure, the Contractor shall be able to recover the system and all associated data within two (2) hours.

Contact Center offices, if established, will be located in ADA compliant facilities. Unique services such as multi-language translation, TTY, and other needs shall be secured by the Contractor and made available to applicants or clients utilizing the system. The Contractor shall make every effort to make services accessible to survivors with programmatic and communication access needs.

Digital System of Record

The Contractor shall maintain a digital system of record to track client activity, which may include but is not limited to a public-facing intake portal; a mechanism for clients to upload or submit documentation; back-end eligibility processing; back-end case work functionality to include the creation and tracking of client-specific Transition Plans or Permanent Housing Plans, case notes, barrier identification, resource referrals, and case transfer or case closeout tracking; mass messaging and mass notification functionality;

and live reporting of some or all program intake, eligibility, and case work metrics, as requested.

The Contractor shall ensure compliance with the Privacy Act of 1974, DHS/FEMA information sharing and data storage requirements, State of Florida Cybersecurity Standards (60GG-2), and other applicable data security protocols. The Contractor may utilize an off-the-shelf or third-party system so long as it is customizable to the mission and meets all data storage and data sharing requirements. This system must also be customizable to conform to FDEM's style guide.

The Contractor shall provide full system of record access to the Agency and other Contractors, including a Project Management Contractor and Logistics Contractor(s), as directed. The Contractor shall establish protocols to transfer all documentation, case notes, and other information from the system of record to a system owned by the Agency, if requested.

The Contractor shall maintain a public-facing email address for program applicants or clients to contact with any questions, concerns, documentation submissions, or eligibility determination appeals. All emails sent to or generated from this account associated with applicants or clients shall be uploaded into the system of record in their respective case files.

Intake, Eligibility, and Case Work

The Contractor shall assess all applications submitted via the Contact Center, digital system of record, direct referral, or other methods identified by the Agency for program eligibility. Eligibility criteria will be determined by the Agency and will be mission dependent. The Contractor shall support applicants by providing technical assistance on specific information and documentation necessary for eligibility review. If required, the Contractor shall deploy field teams to support intake and documentation collection within Multi-Agency Resource Centers (MARC)s, Disaster Recovery Centers (DRCs), town halls, or door-to-door canvassing operations. Timelines regarding program application, intake, and eligibility will be mission dependent.

If requested, the Contractor shall produce and submit password-protected exports of program applicant data to FEMA or other state, federal, or local governments for their review and/or provision of corresponding data information on a daily, weekly, bi-weekly, or monthly basis, or another cadence as defined by the Agency.

The Contractor shall review all documentation submitted by the applicant for compliance with program eligibility criteria. The Contractor may be required to conduct reference checks to applicants' landlords, insurance companies, utility companies, local governments, non-profits, or FEMA to verify survivor-reported information if requested by the Agency. If available, the Contractor shall review FEMA data reports for verification of head of household information, household composition, displacement status, real property damage, insurance coverage, and information on financial or direct assistance

provided to the household. The Contractor shall review a list of previous applicants and clients who have violated past program's terms and agreements who will not be permitted to participate in future programs, to be provided by the Agency upon successful contract award and activation.

The Contractor shall provide all applicants with a formal program determination status of 'Eligible', 'Ineligible', or 'Additional Information Required' in a timely manner, as dictated by the mission and the Agency. Additional statuses may be used internally, such as 'New Application', 'In Progress', 'Under Review', 'In QA/QC', 'In Appeal', 'Withdrawn', or other statuses or sub-statuses depending on the mission or at the Agency's direction. The Contractor shall provide all applicants with the ability to appeal their determination within two weeks of receiving their formal program determination, and direction on how to submit additional information or documentation for manual review and consideration.

The Contractor shall provide case work to all eligible and licensed-in clients for the duration of their stay in NCS or DH. A client is considered licensed-in to an NCS or DH unit once they begin occupying the unit and sign their first Occupancy Agreement. Upon a client licensing into the program, the Contractor shall develop an NCS or DH Transition Plan or Permanent Housing Plan that captures, at minimum, the client's disaster-caused impacts, assistance provided by FEMA, SBA, USDA, HUD, or other federal, state, or local government entity, unmet needs, barriers, ideal transition solution or outcome (i.e. home repair, relocation, purchase of a new home, identification of a new rental property, etc.), specific steps necessary to obtain desired outcomes, and a projected timeline for transition out of the program into a longer-term solution.

The Contractor shall meet with all clients either by phone or in-person a minimum of once a week, or once every 7-days. The Contractor may perform virtual case work to clients who are able to navigate telephonic and/or internet communication methods without issue. The Contractor shall provide in-person site visits to the client's NCS or DH unit if virtual case work is not feasible for the client, if a client is non-responsive to outreach attempts, or as requested by the Agency. If a client is non-responsive to multiple outreach attempts, the Contractor shall inform the Agency of that client's non-compliance with program requirements.

The Contractor shall track all client interaction and communication, including unsuccessful outreach attempts, in the client's case notes within the digital system of record. This should include logs of all phone conversations, digital conversations, or in-person conversations and their outcomes, as well as screenshots or uploads of all emails and text messages, upon the Agency's request. The Contractor shall update the client's progress on obtaining their NCS or DH Transition Plan or Permanent Housing Plan on a weekly basis.

The Contractor shall coordinate with various recovery stakeholders, including FEMA, other state agencies, local governments, Long-Term Recovery Groups (LTRGs), Voluntary Organizations Active in Disaster (VOADs), non-profit or community organizations, private sector or business representatives, and other entities as needed to

facilitate case work or case transfer. If requested by the Agency, the Contractor shall present cases to unmet needs funding roundtables to solicit additional resources or support for clients' NCS or DH Transition Plans or Permanent Housing Plans.

The Contractor shall determine whether each client is maintaining program compliance, making progress on their NCS or DH Transition Plan or Permanent Housing Plan, and whether or not they are in need of continued sheltering or temporary housing through the NCS or DH program on a monthly basis. If a client is found to be non-compliant with the program's terms as established in the Occupancy Agreement or has otherwise committed some act that may warrant removal or ineligibility, the Contractor shall submit that information to the Agency for final determination. If directed by the Agency, the Contractor shall close out client cases found to be in violation or non-compliance immediately, unless a specific timeline for case closure is provided.

The Contractor may not transfer client cases out of their oversight while the client remains in the NCS or DH program unless explicitly directed by the Agency. If a Disaster Case Management Program (DCMP) is approved and operational, the Contractor may be directed to transfer client cases to that program if deemed necessary.

Occupancy Agreements

The Contractor shall solicit Occupancy Agreements from all clients, signed by the head of household, that indemnifies and hold harmless the State of Florida and the Federal Government and outlines necessary terms and conditions for residing in the NCS or DH unit, abiding by all rules and requirements of the hotel, motel, dormitory, short-term rental property, commercial park, or group site, facilitating maintenance of the TTHU by licensed technicians, and vacating the NCS or DH unit when no longer required, when notified of the end of the program, or when directed by the Agency. The Contractors shall ensure that all household members and pets residing in the unit are listed on each Occupancy Agreement. The Contractors shall ensure that all household members are not in violation of the terms and conditions outlined in current and/or past Occupancy Agreements, to include those from past programs. The Contractors shall ensure that information regarding the address and location of the unit is included and accurate.

The Contractors shall ensure that Occupancy Agreements are re-signed by clients every 30-days if requirements for re-certification are met. The Contractors shall ensure that the client vacates the NCS or DH unit at the end of the period of assistance or at the conclusion of their program eligibility.

In the case of severe weather, the issuance of mandatory or voluntary evacuation orders, and other incidents that may threaten the safety of clients, hotels, or TTHUs, the Contractors shall ensure individuals and households are notified to immediately evacuate the hotel or TTHU. The Contractors will provide NCS or DH clients with information on congregate shelter locations in their area and applicable transportation assistance programs. The Contractor shall document information on clients who are non-responsive

or refuse to comply with mandatory evacuations and provide that information to the Agency as soon as it becomes known.

REPORTING REQUIREMENT

Contractors shall be responsible for generating live dashboards and exportable reports on all aspects of program implementation, including but not limited to:

- Number of Contact Center agents working, overall call data reporting, call data reporting by area code, call data reporting by menu options selected by callers, and reports for individual Contact Center agents;
- Client application intake and eligibility, to include outreach methods, number of applicants, documentation collection, and which phase of the eligibility process they are in;
- Approved clients, to include number of households licensed in, number of households licensed out, current locations, feeding, case notes, recovery plans, barriers, and demographic information; and
- Emergency notification and mass messaging efforts, including mass notification or mass messaging delivery, non-successful outreach attempts, and specific clients refusing to follow program guidelines or protocols.

Reports may be requested to be generated on a daily, weekly, or monthly basis, or to be generated as needed. The Agency reserves the right to modify reporting requirements at their discretion, as directed by the Contract Manager. Ad hoc reports may also be required. The Contractor shall submit reports directly to FEMA on the Agency's behalf, if requested. Report templates shall be dictated by the Agency and may be mission dependent.

INVOICING REQUIREMENTS

The Contractor must submit invoices through the Agency's web-based invoice processing system. Contractors must register for an account at the following link:
<https://www.fdemportal.com/vendors>

Once registered, Contractors will receive an email confirmation and link to access the Division of Emergency Management Enterprise Solution (DEMES) site. All invoices and supporting documentation must be uploaded in DEMES to begin the invoice review process. For questions regarding the registration process and/or status of invoices contact: vendorinfo@em.myflorida.com

Contractors must submit an itemized invoice for payment. Invoices must, at a minimum, include the following information:

- Name of Contractor and remit address
- Contractor billing contact phone number and/or email address
- Contractor Tax Identification Number
- Purchase order or contract number

- Incident Name with Mission number
- Billing Date
- Invoice number
- Invoice period
- Sum of Hours worked
- Hours and Billed Amounts across the invoice template
 - Staff time in and time out
 - Hourly rate charged for each staff
 - Total amount to be paid for each staff person
 - Total amount
- Total Contractor Billed Amount to Date (BTD) (including current payment) by amount and percentage
- Grand total billed
- Comments for all activities

Documentation to be submitted with Invoice - Each staff member's hours invoiced must be supported and documented by daily activity timesheets that reflect the activities by project. Time will be tracked in increments no less than quarter hours (15 minutes or .25 hours). Each timesheet must be electronically signed by the staff member and include an electronic approval signature from a supervisor. Contractors will not charge higher position level rates for lower position level activities.

The following information must be submitted in DEMES, in addition to the invoice:

1. FROC Activity Form for all staff working in Support of the FEMA-reimbursable programs, see Appendix A for template.

The Contractor's rates shall be inclusive of travel, lodging and per diem unless otherwise authorized in writing by an authorized representative of the Agency.

The Contractor shall only submit invoices monthly, or within 14 days of demobilization, whichever comes first. Invoices can only be submitted for the service period in which the Contractor has written authorization from the Agency to provide services. Invoices submitted incorrectly or submitted in an improper method to what is required will not be paid until the invoice is corrected. Contractor shall submit a final invoice to the Agency for services rendered under this Contract within 14 days of demobilization of resources.

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Comptroller of Florida. Therefore, payments by the Agency covering goods and/or services will be due and payable within 40 days after the receipt of a proper invoice and actual receipt of goods and/or services per section 215.422(b), Florida Statutes. The Agency is not authorized to pay the Contractor any deposit for personnel resources or services to be rendered in the future.

Although the State of Florida's statutory timeline prescribes for Contractor payment within 40 days, this timeline may be suspended by emergency executive and/or agency emergency order during emergency activations in recognition of the

anticipated increase in volume of invoices, and payments to the Contractor may be delayed. Therefore, the Contractor must have sufficient funds on hand to cover all Contractor personnel and staff salaries and other expenses for a minimum of 90 days after the date of invoice submission. The Division will not be liable for any loss of business or incurring of interest or any other damage that a contractor may incur owing to the suspension of any statutory deadline as it relates to invoicing.

The Agency is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

The Contractor is responsible for gathering and providing supporting documentation for any Federal Emergency Management Agency (FEMA) or Agency reimbursement requests and for completing accurate and detailed documentation required to receive reimbursement.

CONTRACT MANAGER AND DESIGNEES

TBD	Ian Ohlin
Recovery Bureau	Recovery Bureau
Contract Manager	Alternate Contract Manager
Florida Division of Emergency Management	Florida Division of Emergency Management
850-759-6967	850-273-3345
	Ian.Ohlin@em.myflorida.com
Rachel Woofter	
Recovery Bureau	
Project Manager	
Florida Division of Emergency Management	
850-755-6191	
	Rachel.Woofter@em.myflorida.com

FINANCIAL CONSEQUENCES FOR NON-PERFORMANCE

If the Contractors fails to provide any reports tied to reimbursement, funding agreements, auditing requirements, or grant requirements or invoices in the timeframes and format required by the Contract, the Agency shall impose a financial consequence, reducing the invoice amount equal to 1% (for each infraction) of the total invoiced amount for that month the report was due.

Interest penalties incurred by the Agency due to non-compliance with prompt payment requirements in section 215.422, Florida Statutes, that are attributable to Contractor's

staff errors or delayed processing, will be applied to the Contractor's next request for payment (invoice), reducing compensation by the amount of the interest penalty.

REQUIREMENT	FINANCIAL CONSEQUENCE
Contractors shall request approval from FDEM to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.	A one thousand dollar (\$1,000) per business day charge to the Contractors for each day that a change in key staff is made but not approved by FDEM, or failure to fill key staff positions.
Contractors shall request written approval from FDEM for all new staff before said staff begin engagement work.	A one thousand dollar (\$1,000) per business day charge to the Contractors for each day unapproved staff work without authorization on engagement.
Contractors shall launch a public-facing application intake portal, support email, and 24 hours of Notice to Proceed.	A ten thousand dollar (\$10,000) per business day charge to the Contractors for each day beyond 24 hours that both a public-facing intake portal and support email are not live.
Contractors must set-up and maintain a Contact Center to field program intake, eligibility, status updates, case work, and general inquiries. Contact center must return applicant calls or inquiries within 24 business hours of initial outreach.	A five hundred dollar (\$500) charge per unreturned call or inquiry to a client exceeding 24 business hours.
Contractors must determine placement type for eligible clients within 24 hours of an eligibility determination.	A one thousand dollar (\$1,000) charge per instance of placement type not determined within 24 hours of eligibility.
Contractors shall adhere to all requirements as outlined in the Privacy Act of 1974, by the Federal Emergency Management Agency (FEMA), and by the Department of Homeland Security (DHS), regarding Personally Identifiable Information (PII) data collection, data retention, and data sharing.	A one thousand dollar (\$1,000) per data line-item charge to the Contractors, in addition to any applicable fines or fees imposed by the Federal Emergency Management Agency (FEMA), the Department of Homeland Security (DHS), or federal or state other entity.

Contractors shall maintain a ratio of 1:20 Eligibility and Case Work Specialist to clients for the duration of the program, unless authorized by the Agency.	A two thousand dollar (\$2,000) per business day charge to the Contractors for each day this ratio is not maintained without prior authorization.
Contractors shall maintain a ratio of 1:10 Eligibility and Case Work Supervisor to Eligibility and Case Work Specialists for the duration of the program, unless authorized by the Agency.	A two thousand dollar (\$2,000) per business day charge to the Contractors for each day this ratio is not maintained without prior authorization.
Contractors shall meet with each eligible client at least once every 7 days.	A one thousand dollar (\$1,000) charge per instance of client contact frequency being less than once every 7 days. This penalty will not be enforced in situations where the client is non-responsive.
Contractors shall collect Occupancy Agreements on a 30-day basis and verify continued need for sheltering and housing support.	A one thousand dollar (\$1,000) charge per instance of failure to collect an occupancy agreement every 30 days. This penalty will not be enforced in situations where the client is non-responsive or refuses to sign their agreement.
Contractors shall update client transition plans during or within 24 hours of every client meeting.	A one thousand dollar (\$1,000) charge per instance of failure to update a client transition plan during or within 24 hours of a client meeting.

Attachment B1 - Price Proposal							
Positions							
<p>This Attachment B, Price Proposal, establishes maximum hourly rates, by position title, for emergency sheltering personnel offered during the initial term of the Contract and any renewals. For the Respondent to be considered for an award, the Respondent is required to submit pricing for all position titles of hourly and reserve rate for both the initial and renewal terms. The Agency will not consider or evaluate a Proposal that fails to follow these guidelines. The Respondent must complete all yellow-highlighted cells within the Attachment B, Price Proposal.</p> <p>Respondents must provide one (1) resume for each green highlighted position: Program Manager, Technical Lead, Finance Lead, Contact Center Manager, and Eligibility and Case Work Lead.</p> <p>The Respondent must provide pricing in whole dollar amounts (e.g., \$50.00, \$100.00, \$250.00). Amounts cannot include fractions of cents (e.g., \$0.005). Pricing must be all inclusive - see sections 3.3 and 3.6.</p>							
Respondent Name							
Category	Role/Position/Service	Short Description of Position	Minimum Qualifications (* are Required)	Hourly Rates Initial Term Years 1-3	Reserve Rate Years 1-3	Hourly Rates Renewal Term Years 4-6	Reserve Rate Years 4-6
Program Management	Program Manager	Coordinates and oversees wholistic program operations across all categories and functions.	* 5+ years of experience in the role. Resume required. Advanced knowledge of FEMA Individual Assistance, Public Assistance, Direct Housing, and Non-Congregate Sheltering programs is required. Key staff position.				
	Technical Lead	Develops and maintains all technology solutions, systems, live dashboards, and reporting functions.	* 3+ years of experience in the role. Resume required. Advanced knowledge of systems administration, system development, PowerBI, managing large datasets, data analysis, and data sharing protocols is required. Key staff position.				
	Training Manager	Responsible for developing and delivering trainings to program staff, to include eligibility, case work, hoteling, feeding, conducting SIRs, conducting EHP reviews, permitting, installing TTHUs, deactivating TTHUs, and staging yard operations.	* 2+ years of experience in the role. Basic knowledge of FEMA Individual Assistance, Public Assistance, Direct Housing, and Non-Congregate Sheltering programs is required.				
	Finance Lead	Responsible for developing cost proposals, budget projections, financial change orders, and invoices.	* 3+ years of experience in the role. Experience working on large financial projects and/or contracts, FEMA Public Assistance programs, or federal block grant programs is required. Resume required. Key staff position.				
Contact Center	Contact Center Manager	Coordinates and oversees the 27/4 contact center which supports applicant intake, inquiries, hotel support, feeding support, and TTHU maintenance.	* 3+ years of experience in the role. Resume required. Management experience, data entry skills, data analysis skills, critical thinking skills, customer service, and operations experience are required. Key staff position.				
	Contact Center Supervisor/QC	Supports and oversees Contact Center Agents, ensuring that they have received proper information and training to conduct their operations.	* 2+ years of experience in the role. Data entry skills, data analysis skills, critical thinking skills, customer service, and operations experience are required.				
	Contact Center Agent	Staffs the 24/7 contact center providing support for applicant intake, inquiries, hotel support, feeding support, and TTHU maintenance.	1+ years of experience in the role. Data entry skills, critical thinking skills, customer service, and operations experience are required.				
	QA/QC Lead	Coordinates and oversees the QA/QC process, to include document verification, validation, random case reviews, process monitoring, and compliance monitoring.	* 3+ years of experience in the role. Experience in compliance, monitoring, auditing, or in-depth documentation review required.				
	QA/QC Specialist	Supports the QA/QC process, to include document verification, validation, random case reviews, process monitoring, and compliance monitoring.	* 2+ years of experience in the role. Experience in compliance, monitoring, auditing, or in-depth documentation review required.				
	Appeals Lead	Coordinates and oversees the applicant/client appeals process, to include intaking appeals, requesting supplemental documentation, reviewing appeals, making final determinations, and communicating final determinations to applicants.	* 3+ years of experience in the role. Experience in program eligibility, QA/QC, customer service, critical thinking skills, data analysis, ability to determine DOB, and experience in fraud prevention is required.				
	Appeals Specialist	Supports the applicant/client appeals process, to include intaking appeals, requesting supplemental documentation, reviewing appeals, making final determinations, and communicating final determinations to applicants.	* 2+ years of experience in the role. Experience in program eligibility, QA/QC, customer service, critical thinking skills, data analysis, ability to determine DOB, and experience in fraud prevention is required.				

Category	Role/Position/Service	Short Description of Position	Minimum Qualifications (* are Required)	Hourly Rates Initial Term Years 1-3	Reserve Rate Years 1-3	Hourly Rates Renewal Term Years 4-6	Reserve Rate Years 4-6
Eligibility and Case Work	Eligibility and Case Work Lead	Coordinates and oversees the case work process for all eligible clients, to include weekly check-ins, recovery plan development, resource identification and compilation, barrier identification, report development, client case notes, verification of ongoing need, solicitation of Occupancy Agreements, and recovery stakeholder coordination. Coordinates and oversees the eligibility review process, to include applicant intake, identity verification, documentation collection, documentation review and validation, verification of FEMA data, residency verification, verification of displacement and need, DOB review, and determination of placement type.	* 3+ years of experience in the role. Resume required. Experience in disaster case work or disaster case management, long-term recovery, stakeholder coordination, data reporting, and disaster housing is required. Key staff position.				
	Eligibility and Case Work Supervisor	Supports and oversees Case Workers, ensuring that they have received proper information, training, and resources to conduct their operations.	* 2+ years of experience in the role. Experience in disaster case work or disaster case management, long-term recovery, stakeholder coordination, data reporting, and disaster housing is required.				
	Eligibility and Case Work Specialist	Assists clients directly in navigating their individual sheltering/housing recovery, meets with clients weekly, verifies ongoing sheltering/housing needs, verifies client compliance with program terms and conditions, solicits and collects Occupancy Agreements, works with recovery stakeholders and resource providers, maintains client case notes, and tracks client barriers and progress. Supports the eligibility review process, to include applicant intake, identity verification, documentation collection, documentation review and validation, verification of FEMA data, residency verification, verification of displacement and need, DOB review, and determination of placement type.	* 1+ years of experience in the role. Experience in disaster case work or disaster case management, long-term recovery, data entry, and unmet needs or mass care support is required.				
	Eligibility and Case Work Specialist - In Field	Deploys in-person to the field to support applicant intake, identity verification, documentation collection, stakeholder coordination, and messaging of program requirements.	* 2+ years of experience in the role. Public speaking skills, customer service, data analysis skills, critical thinking skills, and experience in fraud prevention is required.				
				Subtotal	\$ - \$ -	\$ -	\$ -
				TOTAL	\$ -		

Attachment B2- Price Proposal

Intake, Eligibility, Case Management, and Reporting System

This Attachment B, Price Proposal, establishes rates for emergency sheltering and housing services offered during the initial term of the Contract and any renewals. For the Respondent to be considered for an award, the Respondent is required to submit pricing for all initial and renewal terms. The Agency will not consider or evaluate a Proposal that fails to follow these guidelines.

The Respondent must complete all yellow-highlighted cells within the Attachment B, Price Proposal.

The Respondent must provide pricing in whole dollar amounts (e.g., \$50.00, \$100.00, \$250.00). Amounts cannot include fractions of cents (e.g., \$0.005). Pricing must be all inclusive - see sections 3.3 and 3.6.

Respondent Name:				
Your Digital System of Records meets all requirements from Section 3.5 Technical Proposal, Tab 6, Digital System and Data Management. Mark only one box Yes or No.			YES	NO
Category	Service	Rate Structure	Term of Contract	
Digital System of Record	One time cost to customize or to provide system enhancements to an already existing solution.	One Time Cost		
Category	Service	Rate Structure	Initial Term Years 1-3	Renewal Term Years 4-6
Digital System of Record	Monthly subscription license with unlimited user access.	Monthly Rate		
		Subtotal	\$ -	\$ -

Attachment C
General Contract Conditions

Contents

1. Definitions.
2. Contract Formation and Amendment.
3. Contract Construction and Administration.
4. Contract Term, Suspension, and Termination.
5. Performance.
6. Inspection.
7. Payment.
8. Disputes and Liabilities.
9. Compliance with Laws.
10. Public Records.
11. Security and Confidentiality.
12. Cooperative Purchasing.

1. Definitions. Capitalized terms used herein are defined as follows:

- (a) “Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.
- (b) “Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S”).
- (c) “Contract” means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”).
- (d) “Contractor” means the person or entity that is a party to the Contract and is providing Products to the Customer.
- (e) “Customer” means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.
- (f) “Product” means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) "State" means the State of Florida.

2. Contract Formation and Amendment.

- a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor's performance under the purchase order is deemed to be acceptance of the terms thereof.
- b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer's issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

3. Contract Construction and Administration.

- a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such

agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. Administration.

- i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.
- iii. Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party's Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

- iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right

thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- vi. **Survivability.** The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.
- vii. **Third Party Beneficiaries.** The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

- a. **Term.** The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.
- b. **Suspension of Work.** The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.
- c. **Termination.**
 - i. **Termination for Convenience.** The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

- ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.
- v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other

material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

- vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

5. Performance.

- a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

- b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.
- d. Employees, Subcontractors, and Agents.
 - i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor

acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term “subcontractor” may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer’s Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor’s proposed method of subcontractor performance monitoring; (v) certification of subcontractor’s compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor’s use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

- ii. **Qualifications and Access.** All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer’s security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.
- iii. **E-Verify.** The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security’s (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.
- iv. **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor’s employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor’s employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers’ compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or

conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

- e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.
- f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.
- g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.
- i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the

Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.

- j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
- k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
- l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS

DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

- o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

6. Inspection.

- a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any

reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

- b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

- c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

7. Payment.

- a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on

the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

- c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.
- d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.
- e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.
- f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.
- g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.

- h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

8. Disputes and Liabilities.

- a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

- i. Dispute Resolution Process.

- (a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.
 - (b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.
 - (c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

- ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work,

such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

- b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.
- c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- d. **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.**
- e. Insurance Requirements.
 - i. Coverages.
 - (a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.
 - (b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.
 - ii. Terms.
 - (a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.
 - (b) No Loss Deductible Clause. The Customer will be exempt from, and in no way

liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

- (c) Duration. The insurance policies identified above must be “per occurrence” and maintained throughout the Contract term.
 - (d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.
- f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

- g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

9. Compliance with Laws.

- a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

- b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1),

F.S., states that “state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

10. Public Records.

- a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of

action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor’s Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida’s public records laws, the Customer may disclose such Confidential Information without liability hereunder.

- c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer’s Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:
 - i. Keep and maintain public records required by the Customer to perform the service.

- ii. Upon request from the Customer's custodian of public records, provide the Customer 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.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.
- iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- v. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**
- d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

11. Security and Confidentiality. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

12. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.

Attachment D
Florida Division of Emergency Management Purchase Order Terms and Conditions

Updated 03/2024

Thank you for doing business with the State of Florida, Division of Emergency Management ("Division").

THESE PURCHASE ORDER TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ALL OR ANY OTHER TERMS TO THE EXTENT THE TWO MAY CONFLICT, INCLUDING ANY TERMS LISTED ON ANY INVOICE OR QUOTE OR ESTIMATE SUPPLIED BY THE ENTITY DOING BUSINESS WITH THE DIVISION ("CONTRACTOR").

Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Division within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. State of Florida, General Contract Conditions, PUR 1000, as amended or updated by the Department of Management Services, is hereby expressly included by reference. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase or order.

All vendors supplying commodities or products to the Division shall include the following required information in writing with each delivery to the Division: (1) Vendor Name and Point of Contact with phone number; (2) Product Manufacturer; (3) Quantity of product delivered; and (4) Product type(s) and model number(s). This required information shall be clearly identified on a bill of lading, invoice, or packing slip accompanying each delivery, or this information shall be affixed to each package, pallet, or container of products delivered to the Division. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE DELAY OF THE INSPECTION AND ACCEPTANCE OF COMMODITIES OR PRODUCTS DELIVERED.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 287.058(1), Florida Statutes (F.S.), authorizes the use of a purchase order for contractual services if the provisions of paragraphs (a)-(i) are included in the purchase order or solicitation. The purchase order must include an adequate description of the services, the contract period, and the method of payment. In lieu of printing the provisions of paragraphs (a)-(i) in the purchase order, the Division has incorporated the requirements of paragraphs (a)-(i) by reference herein.

C. Damages and Return of Funds.

A separate *Damages and Return of Funds Addendum* may be executed and incorporated into the Purchase Order.

D. Acceptance.

Unless otherwise specified, the Purchase Order shall be deemed to be accepted at the expiration of 72 hours from the time of submission.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Division shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies involved in the project on behalf of the Division.

B. Performance Deficiency.

If the Division determines that the performance of the Contractor is unsatisfactory, the Division may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Division. The Contractor shall provide the Division with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Division, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents, if any. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency to the satisfaction of the Division. If the deficiency is subsequently resolved, the Contractor may invoice the Division for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained shall be forfeited.

Section 3. Payment and Fees.

A. Payables – invoice requirements for contractors and/or vendors

If applicable, these invoice requirements listed herein are a part of the Purchase Order/Contractual Terms and Conditions. For timely invoice processing, please review the following requirements and update your processes accordingly. Failure to follow these invoicing requirements, at the discretion of the Florida Division of Emergency Management (FDEM/Division), may result in unilateral termination of the Purchase Order/Contract and the Division shall not be liable for any payments notwithstanding the terms and provisions of the Purchase Order/Contract.

1. The Contractor/Vendor shall submit itemized invoices immediately (no more than 30 days) following service end or date of delivery or completion with full and

complete supporting documentation for all costs, based on mission, task, and accepted/established industry standards. Please note this 30-day requirement does not apply to advance invoice submission – any invoices submitted in advance shall be considered compliant if they meet the other requirements listed below.

2. For ongoing services (over 14 days), invoices are required every two weeks notwithstanding industry standards, so that the Division may accurately track and report expenditures.
3. The Contractor/Vendor shall follow all the requirements of, and rules promulgated pursuant to chapter 215, Florida Statutes, as they relate to invoicing.
4. The Contractor/Vendor shall also be bound by the directives contained in the State of Florida Reference Guide for State Expenditures available at <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>
5. The Contractor/Vendor MUST include the following information:
 - a. Contractor/Vendor name and remit to address;
 - b. Invoice Number (unique number per invoice);
 - c. Invoice Date;
 - d. Contract/Purchase Order Invoice start and end date;
 - e. FDEM Purchase Order Number – the Purchase Order number MUST be current and valid for this Fiscal year;
 - f. Mission Number;
 - g. FDEM Contact Person and/or Bureau;
 - h. Description of goods and/or services;
 - i. Quantity, Unit Cost and/or extended amount for each invoice line; and
 - j. Total amount due and payment terms.

It is the responsibility of the Contractor/Vendor to submit invoices with the above-referenced information or the Contractor/Vendor may risk non-payment for goods/services.

6. Invoice Submission:

- a. Invoices shall be submitted to the Division utilizing the Division's provided web-based electronic invoice processing system, which is currently referred to as the Division of Emergency Management Enterprise Solution (DEMES). Contractors/Vendors must register and utilize the Division's web-based application at the following link: <https://www.fdemportal.com/vendors>. Invoices received by mail, e-mail, or other means will not be accepted.
- b. Invoices must be accepted and approved by the Division as laid out in this section before payment is initiated.
- c. Invoices submitted incorrectly or without proper documentation will be returned by the Division and will not be paid until the invoice is corrected.
- d. Pre-dated invoices for services that have not yet been rendered, or materials not yet provided shall not be accepted.
- e. All invoices must exactly match the purchase order, by line item, with an equal to or lesser than amount.
- f. Although the State of Florida's statutory timeline prescribes for Contractor payment within 40 days, this timeline may be suspended by emergency executive and/or agency emergency order during emergency activations in

recognition of the anticipated increase in volume of invoices, and payments to the Contractor may be delayed. Therefore, the Contractor must have sufficient funds on hand to cover all Contractor personnel and staff salaries and other expenses for a minimum of 90 days after the date of invoice submission. The Division will not be liable for any loss of business or incurring of interest or any other damage that a contractor may incur owing to the suspension of any statutory deadline as it relates to invoicing.

- g. For questions/inquiries regarding invoice submission and/or approval status, please see contact information below.

For questions/invoice inquiries, please contact your designated representative in the Bureau of Finance at invoice@em.myflorida.com. Please allow 48-72 hours for a response. For any certified mail delivery, please use the following address:

Florida Division of Emergency Management
Bureau of Finance
2555 Shumard Oak Blvd.
Tallahassee, FL 32399.

B. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or contractual services is confirmed in writing by the Division. Invoices shall contain details sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

C. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that state agencies, including the Division, have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Division, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Division upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Division for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive Division for the purchase of services or tangible personal property for a period

in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

F. W-9 Submittal:

To receive payment from the State of Florida and to continue to do business with the State of Florida, vendors are required to submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com/>. Vendors are required to have a valid W-9 on file with the Vendor Management Section within fourteen (14) business days after receiving a Purchase Order from the Division. Contact the Vendor Management Section at (850) 413-5519 if you have any questions regarding the Substitute W-9 Form.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Division. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Division or the State of Florida or its subdivisions to suit by third parties. The Contractor expressly acknowledges that the State of Florida and the Division do not agree to indemnify the contractor for any legal or equitable action arising out of or relating to this purchase.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Division from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Division and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Division to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Division may require the Contractor to furnish, without additional cost to the Division, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Division shall determine the type and amount of security.

Section 5. Compliance with Laws.**A. Conduct of Business.**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or a Division. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., the Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: [General](#)

[Records Schedules - Division of Library and Information Services - Florida Department of State](#)), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Division for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Division's Contract Manager or the Division's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S.. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Division's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information. The Contractor may, after notifying the Division in writing, disclose such information when required to do so by applicable law, legal process, or court order.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Division will be owned by the State of Florida through the Division at the completion of the Purchase Order. Proceeds to any Division derived from the sale, licensing, marketing or other authorization related to any such Division-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Division.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Division for convenience in whole or in part at any time in the best interest of the Division. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Division and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Division determines that the performance of the Contractor is not satisfactory, the Division shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Division.

C. Scrutinized Companies & Termination by the Customer.

The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Division. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Purchase Order without the prior written consent of the Division. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Division expressly waives such secondary liability. The Division may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT DIVISION FOR THE BLIND OR FOR THE

SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE DIVISION INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT DIVISION ARE CONCERNED.

Additional information about the designated nonprofit Division and the products it offers is available at <http://www.respectofflorida.org>.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS DIVISION INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the state and federal courts in Tallahassee, Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The parties agree that this Purchase Order, including the exhibits, constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, and written agreements. This Purchase Order may not be modified or amended except by written instruction signed by all the

parties. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO JURY TRIAL RELATING TO OR ARISING FROM THIS AGREEMENT.

C. Waiver.

The delay or failure by the Division to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Division and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

Price quote provided by the Contractor and approved by the Division and attached to this Purchase Order is a "not-to-exceed amount." Any changes in price, quantity, quality, or type of the goods identified or change in the period of performance specified in the Contractor's quote must be approved by the Division in writing beforehand.

Any subsequent material changes in the Contractor's quote, proposal, scope of work, or deliverables previously approved by the Division and attached to the initial Purchase Order, whether those subsequent changes affect the amount authorized in the Purchase Order, must be approved by the Division in writing beforehand and must be memorialized through a change order appended to the initial Purchase Order. It is the Contractor's responsibility to request approval of a change order should the Contractor's deliverables subsequently change materially from the deliverables approved in the initial Purchase Order or any subsequent change order(s) approved by the Division.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Division may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background check as directed by the Division. The cost of the background check(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Division of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to

verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

This Contractor certifies it has been verified against the Federal Excluded Parties List System and does not appear to be disbarred or excluded from receiving Federal contracts. All Contractors must E-Verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation. E-Verify is available at: <https://sam.gov/content/exclusions>

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Division immediately using the contact information provided in the system.
- 6) The Division assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at the Division's option, be returned at the Contractor's expense. Substitutions are not permitted.

G. IF THE 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 AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

Federal Funding Terms and Conditions

If this Purchase Order contains the use of Federal Funding, the following provisions apply, and the Contractor must impose the same terms and conditions on all subcontracts where applicable, and as they may be amended:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

<https://www.govinfo.gov/app/details/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200-appII>

In addition to other provisions required by the Federal Division or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Division Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding Division. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding Division.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under

[40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding Division.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding Division and the Regional Office of the Environmental Protection Division (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Division, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.216](#).

41 CFR § 60 1.4 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Division and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering Division may direct as a means of enforcing

such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Division, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any Division, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering Division and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering Division and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering Division in the discharge of the Division's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering Division or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering Division may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

29 CFR § 5.5 Contract provisions and related matters

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative

of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

If a contract is not subject to more particular contract provisions under the statutes listed in [29 CFR § 5.1](#), the following provisions apply:

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Division, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(K) See [§ 200.322](#).

[§ 200.322 Domestic preferences for procurements.](#)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(L) See [§ 200.321](#).

[§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Division of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

(M) See [§ 200.323](#).

[§ 200.323 Procurement of recovered materials.](#)

A non-Federal entity that is a state Division or Division of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Division (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

THE UNDERSIGNED PARTY HEREBY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE, WHICH SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT OR CONFLICTING PROVISION IN THE CONTRACTOR'S CONTRACT TERMS, INCLUDING, BUT NOT LIMITED TO VENUE, CHOICE OF LAW, TERMINATION, AND ANY ADDITIONAL TERMS AND CONDITIONS THAT MAY BE REFERENCED IN THE CONTRACTOR'S QUOTE, PURCHASE ORDER, OR ANY OTHER DOCUMENT.

CONTRACTOR

By: _____
(Authorized Signature) (Date)

(Print/Type Name)

Title: _____

Federal Tax ID# _____

Attachment E FDEM Contractual Service Agreement
STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Contract Number: _____

RFP-DEM-25-26-025

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Agency"), and _____ (hereinafter, "Contractor" or "Vendor"), an entity duly authorized to conduct business in the State of Florida. In consideration of the mutual promises contained in this Agreement (the terms "Agreement" and "Contract" are used interchangeably herein), the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Attachment "A" and made part hereof.
- B. No work shall commence until both parties have signed the Agreement.
- C. Order of Precedence. The following exhibits, including the entirety of any request for proposal ("Solicitation"), are incorporated into and made a part of this Agreement. In the event of a conflict in the terms and/or provisions of these attachments or between any of the components of this Agreement, the order of precedence for resolving such conflict shall be as follows with 1) being the highest:
 - 1) The express terms of this Agreement, minus attachments;
 - 2) Additional Contract Terms and Conditions ("Special Conditions"), if any, Modifying Florida PUR 1000 General Contract Conditions;
 - 3) Attachment C - State of Florida PUR 1000 General Contract Conditions;
 - 4) State of Florida PUR 1355 Foreign Country of Concern Attestation
 - 5) Attachment A - "Scope of Work";
 - 6) Attachment B - "Price Sheet"; and
 - 7) Addenda, in reverse order of issuance.

2. TERM

- A. The term shall begin upon the date last signed by all parties, and, unless terminated earlier in accordance with the provisions of section 9 of this Agreement, shall be for three years (3) years. Upon mutual written agreement,

the Parties may renew the Contract, in accordance with section 287.057(14), Florida Statutes.

Initial term pricing must remain identical from year one (1) through year three (3). Renewal year pricing may increase but must remain identical from year four (4) through year six (6).

- B. In accordance with section 287.057(14), Florida Statutes, and subject to the limitations outlined above in subsection 2.B. of this Agreement (except where reserved), the Agency and the Contractor may renew this Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of this Agreement, whichever is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. Additionally, any renewal must be in writing and signed by both parties, is contingent upon satisfactory performance evaluations, and is subject to availability of funds.

3. PERFORMANCE

- A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- B. The Contractor shall immediately notify the Agency in writing if its ability to perform is compromised in any manner during the term of this Agreement.
- C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Agency shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies interested in the project on behalf of the Agency.
- D. If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency will notify the Contractor in writing of the deficiency to be corrected within a timeframe specified by the Agency. The Contractor shall, within the time specified, provide the Agency with a written corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contractual non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor may be assessed a financial consequence up to 10% of each monthly invoice until the deficiency is corrected. The financial consequence will be applied to the invoice for the then-current billing period and shall be prorated based on the value of the service/deliverable.

- E. The Agency reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- F. Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a surety bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.
- G. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled shipping containers according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the Agency's property. All purchases are F.O.B. Destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be F.O.B Destination to any point within thirty (30) days after the Agency places an Order. The Agency assumes no liability for merchandise shipped to any location other than the specified destination. Items received in excess of quantities specified may, at the Agency's option, be returned at the Contractor's expense. Substitutions are not permitted. The Contractor, within five (5) days after receiving a purchase order, shall notify the Agency of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract termination and Contractor suspension.
- H. As applicable, the Contractor shall comply with all State and Federal rules and regulations when performing under this Agreement. The Contractor shall comply with all Federal Emergency Management Agency (FEMA) rules and regulations applicable to services rendered under this Agreement.

4. COMPENSATION AND PAYMENT

- A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Attachment "A" of this Agreement is shown in Attachment "B".
- B. Pursuant to section 287.0582, Florida Statutes, the Agency's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval

of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").

- D. Travel expenses must be included in the pricing and are not separately reimbursable, unless specifically authorized by the Scope of Work or in writing by the Executive Director and shall be reimbursed only in accordance with section 112.061, Florida Statutes, except that the Agency may establish rates lower than the maximum provided in the applicable statute.
- E. The Contractor shall be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or services is confirmed in writing by the Agency. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number (FEIN) or Social Security Number (SSN).
- F. No payment requirements shall start until a properly completed invoice is provided to the Agency, inspected, and approved. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
- G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. All taxes will be borne by the Contractor.
- H. The Contractors providing goods and services to the Agency should be aware of the following time frames:
 - 1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Agency shall be recorded in the financial systems of the State, approved for payment by the Agency, and filed with the Chief Financial Officer not later than twenty (20) days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.

- 2) Notwithstanding the 20-day requirement above, the five (5) working day requirement, set forth in section 215.422(1), Florida Statutes, to inspect and approve goods or services rendered under this Agreement shall not apply. The Agency will make a good faith effort to abide by the five (5) working day requirement but shall not be penalized if the inspection and approval take more than five (5) working days. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.
 - 3) Pursuant to section 215.422(3)(b), Florida Statutes, the Agency shall issue payment to the Contractor within forty (40) days after the invoice has been received, and the goods/services inspected, and approved. Failure to issue the warrant within forty (40) days may result in the Agency paying interest at the rate established under section 55.03(1), Florida Statutes. The Agency shall not be held to the five (5) working day inspection and approval requirement in section 215.442(1), Florida Statutes.
- I. TRANSACTION FEE. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace (MFMP), a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under chapter 287, Florida Statutes, shall be assessed a transaction fee equal to seven-tenths of one percent (0.7%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Effective July 1, 2024, through June 30, 2025, transaction fees imposed for the use of MFMP are equal to seven-tenths of one percent (0.7%) of the payment issued. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.
 - J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis. Transaction Fee Reports (Form PUR3776) shall be completed and submitted using the MFMP online Billing and Collection System (BCS) in Vendor Information Portal. Any misrepresentation shall be punishable under law, including, but not limited to, chapter 817, Florida Statutes.
 - K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Agency is responsible for all payments under the Agreement. The Agency's failure to pay, or delay in

payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Agency.

- L. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from an agency, may be contacted at (850) 413-5516.
 - M. The Agency, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Agency shall require a statement from the Office of Policy and Budget that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
 - N. All refunds or repayments due to the Agency under this Agreement shall be made payable to the order of the "Florida Division of Emergency Management" and mailed directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399**. The Contractor shall also notify the Agency Contract Manager (identified in subsection 15.B. of this Agreement) that it has issued a refund to the Agency.
5. PAYMENT AND PERFORMANCE BOND. A payment and performance bond is required pursuant to section 255.05, Florida Statutes, for contracts exceeding \$10,000 for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work.
- ☐ This provision applies.
 - ☒ This provision does not apply.
- A. Contractor shall comply with the procedure set forth in section 255.05, Florida Statutes.
 - B. Within thirty (30) days of contract execution, Contractor shall deliver to the Agency's Contract Manager, a Payment and Performance Bond or Irrevocable Letter of Credit in the amount of _____ dollars (\$_____), which shall be no less than the average annual price of the contract (averaged from the initial contract term pricing) at no cost to the Agency. The bond or letter of credit shall be used to guarantee at least satisfactory performance by Contractor throughout the term of the contract (including renewal years) and payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the prosecution of the work provided for in the Agreement. At any time after contract execution, the Contractor's bond may be

reduced, or the requirement removed, for the remainder of the term (including any renewal periods).

- C. The bond shall be maintained throughout the term of the Contract, issued by a reliable surety company which is licensed to do business in the State of Florida, as determined by the Agency, and must include the following conditions:
- 1) Obligatee: The Agency shall be named as the beneficiary of the bond. The insurer or bonding company shall pay losses suffered by the State directly to the Agency.
 - 2) Notice of Attempted Change: The Contractor shall provide the Agency prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of the Contractor's failure to pay bond premiums.
 - 3) Premiums: The Agency shall not be responsible for any premiums or assessments on the bond.
 - 4) Purpose of Bond: The payment and performance bond is to protect the Agency and the State against any loss sustained through failure of the Contractor's performance of the Services in accordance with the Contract. No work shall begin nor shall payments be made to the Contractor until the performance bond has been executed and recorded and approved by the Agency in writing.

6. INDEMNITY AND PAYMENT FOR CLAIMS

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

Further, the Contractor shall fully indemnify, defend, and hold harmless the State 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 the Agency's misuse or modification of the Contractor's products or the Agency's operation or use of the Contractor's products in a manner not contemplated by the Agreement.

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

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

Nothing herein shall be construed as consent by a State agency or subcontractor of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$200,000, the dollar amount of the contract or purchase order, or two (2) times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity subsection of this Agreement (Section 6A) or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in this Agreement or resulting purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Agency may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set-off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- C. PAYMENT OF CLAIMS. The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.
- D. LIABILITY INSURANCE. The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to issue insurance policies in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement. Contractor shall also maintain workers compensation insurance as required by Chapter 440, Florida Statutes.

Additionally, should the amount of this Agreement exceed _____, the Contractor agrees to provide the following proof of insurance: (1) General liability insurance in the amount of at least five million dollars (\$5,000,000) per occurrence; (2) Business motor vehicle liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$250,000 each occurrence;

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to execution of the Agreement, the Contractor shall provide the applicable certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

7. COMPLIANCE WITH LAWS:

- A. The laws of the State of Florida shall govern this Agreement. The Agency and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Agency, to wit: Leon County, Florida.
- B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: <http://www.sunbiz.org>. The Contractor or business entity must maintain "active" status with the Florida Department of State, Division of Corporations, throughout the duration of this contract, including any extensions thereof, with the Agency. Failure to maintain active status may result in termination for cause.

C. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, a vendor providing contractual services and acting on behalf of the Agency must:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 5) Pursuant to section 287.058(1)(c), Florida Statutes, the Agency may unilaterally cancel a contract if the Contractor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract.

IF THE 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 AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

D. The Contractor shall attest in PUR1355 attached with this agreement, that it is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and that the contracting or controlling entity of the Contractor has not

been organized under the laws of or has its principal place of business in a Foreign Country of Concern pursuant to section 287.138, Florida Statutes.

- E. Contractor shall attest in PUR7063 attached with this agreement, that it does not use coercion for labor or services, as defined in section 787.06(2)(a), Florida Statutes.
- F. If applicable, pursuant to section 255.0993, Florida Statutes, the Contractor shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project is produced in the United States.
- G. The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Agreement and shall comply with all State and Federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information. The Contractor agrees that a violation of any of the aforementioned requirements may result in unilateral termination of the contract and the Contractor agrees to forfeit any legal remedies following such a termination.
- H. The Contractor shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- I. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to sections 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this subsection in any subcontract into which it might enter for the work performed under this Agreement. The Contractor further agrees that it will reassign or remove any former State Employee from working on or in relation to this Contract upon a written directive by the Agency.

- J. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.
- K. Subject to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or service to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- L. Pursuant to section 287.1346, Florida Statutes, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list, unless the company is removed from the list pursuant to 287.1346(5)(d), Florida Statutes.
- M. The Agency shall verify the Contractor and any subcontractors against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.
- N. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Agency shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://everify.uscis.gov/>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify

the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

- O. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, Florida Statutes. Pursuant to section 287.058(6), Florida Statutes, the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- P. In accordance with section 20.055(5), Florida Statutes, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records in accordance with the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- Q. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for

the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- R. The Agency may, at its option, terminate the Contract if the Contractor is found to have: submitted a false certification as provided under sections 287.135(5) or 287.1346, Florida Statutes; been placed on the Scrutinized Companies with Activities in Sudan List; been placed on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; been engaged in business operations in Cuba or Syria; been placed on the Scrutinized Companies that Boycott Israel List; or is engaged in a boycott of Israel.
- S. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Contractor or political sub division granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

8. COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, shall be the exclusive property of the Agency without restriction or limitation on their use and shall be made available, upon request, to the Agency at any time during the performance of such services and/or upon completion or termination of this Agreement.
- B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyrights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the

Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

- C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to the Agency for a determination as to whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Agency. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.
- D. Within thirty (30) days of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Agency shall then, under subsection C, have the right to all patents and copyrights which occur during performance of the Agreement.

9. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

- A. **SUSPENSION.** The Agency may in its sole discretion suspend any or all activities under this Agreement, at any time, when it is in the best interest of the State to do so. The Agency shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Agency shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.
- B. **TERMINATION FOR CONVENIENCE.** This Agreement may be terminated by the Agency in whole or in part at any time when in the best interest of the Agency. The Contractor shall not furnish any product after it receives the notice of termination (whether for convenience or for cause), except as necessary to complete any continued portion of the Contract, if any. If this Agreement is terminated before performance is completed, then the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily

completed as a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

- C. **TERMINATION FOR CAUSE.** The Agency may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement. Section 287.1351 governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency. The rights and remedies of the Agency in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- D. The Contractors shall comply with section 287.1346, Florida Statutes. If the Contractor is placed on the forced labor vendor list, the Agency shall terminate the Agreement for cause. The Contractor shall terminate any agreements related to this Agreement with subcontractors that the Contractor knows or should know are placed on the forced labor vendor list.

10. REMEDIES

- A. Any dispute concerning performance of this Agreement shall be decided by the Agency's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Agency a petition for administrative hearing. The Agency's decision on the petition shall be final, subject to the parties' right to review pursuant to chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties

may employ the alternative dispute resolution procedures outlined in chapter 120.

- B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Agency shall, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 1) Withhold or suspend payment of all or any part of a request for payment.
 - 2) Require that the Contractor refund to the Agency any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Agency for the amount of costs incurred for any items determined to be ineligible.
- C. Pursuing any of the above remedies will not keep the Agency from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Agency waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend, or waive any other right or remedy of the Agency, or affect the later exercise of the same right or remedy by the Agency for any other default by the Contractor.
- D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.
- E. Pursuant to section 252.505, Florida Statute, should a breach by Contractor occur during an emergency recovery period, Contractor shall pay a penalty of five thousand dollars (\$5000) and any actual damages resulting from the breach. "Emergency recovery period" means a 1-year period that begins on the

date that the Governor initially declared a state of emergency for a natural emergency. This penalty is in addition to and not in lieu of any other financial consequences or remedies provided in this Agreement. For purposes of this clause, "natural emergency" means an emergency caused by a natural event, including, but not limited to, a hurricane, a storm, a flood, severe wave action, a drought, or an earthquake.

11. LIQUIDATED DAMAGES

- ☐ This provision applies.
☒ This provision does not apply.

- A. The Contractor shall be responsible for any and all consequential damages resulting from the breach of this Agreement, and if consequential damages are not calculable, then this Liquidated Damages provision shall apply.
- B. NOTICE OF DEFAULT. The Contractor will promptly notify the Agency upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project; or if the Contractor uses or authorizes a third party to use Agency Materials beyond the license for use. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the Agency of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Agency has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Agency and use commercially reasonable efforts to perform its obligations on time notwithstanding the Agency's delay. Provided that the Contractor satisfies the requirements of the immediately foregoing sentence, the Contractor will not be liable for liquidated damages if and only to the extent that the Contractor's applicable failure to perform or delay in performing is caused by the Agency.
- C. AMOUNT OF LIQUIDATED DAMAGES. Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
\$50,000.01 to \$249,999.99.....	\$964
\$250,000 to \$499,999.99.....	\$1,241
\$500,000 to \$2,499,999.99.....	\$1,665
\$2,500,000 to \$4,999,999.99.....	\$2,712
\$5,000,000 to \$9,999,999.99.....	\$3,447
\$10,000,000 to 14,999,999.99.....	\$4,866
\$15,000,000 to \$19,999,999.99.....	\$5,818
\$20,000,000 and over	\$9,198 plus
0.00005 of any amount over \$20 million (round to nearest whole dollar)	

- D. DETERMINATION OF NUMBER OF DAYS OF DEFAULT. For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Contractor will count default days in calendar days.
- E. CONDITIONS UNDER WHICH LIQUIDATED DAMAGES ARE IMPOSED. If the Contractor, in the case of default, fails to complete the work within the time stipulated in the Contract, or within such extra time that the Agency may have granted the Contractor, then the surety shall pay to the Agency not as a penalty, but as liquidated damages, the amount so due as provided in the schedule above.
- F. RIGHT OF COLLECTION. The Agency has the right to apply as payment on such liquidated damages any money the Agency owes the Contractor.
- G. ALLOWING CONTRACTOR TO FINISH WORK. The Agency does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work or any part of it after the expiration of the Contract Time.
- H. COMPLETION OF WORK BY THE AGENCY. In the case of a default of the Contractor and the completion of the work by the Agency, the Contractor and its surety are liable for the liquidated damages under the Contract, but the Agency will not charge liquidated damages for any delay in the final completion of the Agency's performance of the work due to any unreasonable action or delay on the part of the Agency.

12. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

- A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this Agreement.
- B. ALL EMPLOYEES, SUBCONTRACTORS, AND AGENTS. All Contractor employees, assignees, subcontractors, or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications and shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, assignees, subcontractors, or agents performing work under this Agreement shall comply with all security and administrative requirements of the Agency and shall comply with all controlling

laws and regulations relevant to the services they are providing under the Agreement. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, assignee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Agency's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of the Contractor's employees, assignees, subcontractors, or agents. The Agency and the State shall take all actions necessary to ensure that Contractor's employees, assignees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, assignees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

- C. **CONVICTED AND DISCRIMINATORY VENDORS.** In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.
- D. **WARRANTY TO PERFORM.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.
- E. **ASSIGNMENT.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of this Agreement, unless the Agency expressly waives such secondary liability. The Agency may assign this Agreement with prior written notice to Contractor.
- F. **SUBCONTRACTS.** The Vendor may subcontract any work under this Purchase Order. Subcontractors must be approved in writing. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

13. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which shall govern all transactions between the Agency and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Agency and the Contractor. No oral agreements or representations shall be valid or binding upon the Agency or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Agency. The Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Agency's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

14. MONITORING

The Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency or its agents, employees, or designee, including the Florida Chief Financial Officer, or Florida Auditor General. In the event the Agency determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instruction provided by the Agency to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspection reviews, investigation or audits deemed necessary by the Florida Chief Financial Officer or Florida Auditor General.

If the Contractor is given access to Agency computers, networks, or other information systems as part of its duties under this contract, the Contractor shall not utilize such access to edit or approve any materials related to the Contractor. Such materials include, but are not limited to, invoices, purchase orders, WebEOC missions, or any financial transactions. All such materials must be submitted to the Agency for review and approval. Contractor shall also comply and cooperate with any documented review or audit of such materials to be performed at periodic intervals as the Agency shall see fit.

Records of costs incurred by the Contractor under terms of this Agreement shall be maintained by the Contractor and made available upon request to the Agency at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Agency upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Agency for a proper audit of project costs.

15. NOTICE AND CONTACT

A. Pursuant to section 287.057(14), Florida Statutes, the Agency's Contract Manager shall be responsible for enforcing performance of the contract terms and conditions and the Agency's Contract Manager shall serve as liaison with the Contractor. Additionally, the Contract Manager for the Agency shall (1) monitor and document Contractor performance; and, (2) review and document all deliverables for which the Contractor requests payment.

B. The Agency's Contract Manager is _____.

C. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party in writing via letter or electronic email.

D. All notices required under the Agreement shall be delivered to the following:

FOR AGENCY CONTRACT MANAGER AND DESIGNEES

TBD	Ian Ohlin
Recovery Bureau	Recovery Bureau
Contract Manager	Alternate Contract Manager
Florida Division of Emergency Management	Florida Division of Emergency Management
850-759-6967	850-273-3345
	Ian.Ohlin@em.myflorida.com
Rachel Woofter	
Recovery Bureau	
Project Manager	
Florida Division of Emergency Management	
850-755-6191	
	Rachel.Woofter@em.myflorida.com

For CONTRACTOR
Tel:
Email:

16. MISCELLANEOUS

- A. All services shall be performed by the Contractor to the satisfaction of the Agency who shall decide all questions, difficulties and disputes of any nature that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.
- B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Agency at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. Copies of these documents and records shall be furnished to the Agency, its agents, employees or designee, including agents of other State agencies or the Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Agency for a proper audit of project costs.
- C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement and the documents identified in Section 1.C above embody the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.

- G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR 1000 and PUR 1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement including any modifications. If this Agreement is not the result of a formal solicitation, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000 which, unless modified, are incorporated by reference and made part of this Agreement. Additional Contract Terms and Conditions ("Special Conditions") Modifying Florida PUR 1000 General Contract Conditions may also apply.
- H. The Agency may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background screening as determined by the Agency and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screening(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background screening results.
- I. The delay or failure by the Agency to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Agency's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Agency purchases are independent of the Agreement between Agency and the Contractor, and the Agency shall not be a party to any transaction between the Contractor and any other purchaser.

As provided in section 287.042(16), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

- K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- L. The Agency may unilaterally require, by written change order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Agency may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments

require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Agency may solicit separate bids to satisfy them.

M. Notice of Delay, and No Damages for Delay. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Agency in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this subsection is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Agency. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Agency for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Agency determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Agency, in which case the Agency may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Agency with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

17. CONTRACT TERMS REQUIRED BY FEDERAL LAW.

Any contract or subcontract funded by this Agreement must contain the applicable provisions described in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Contractor to include any of the required provisions in its sub-contracts.

A. Equal Opportunity and Merit-Based Selection

1) In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees

that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

- a. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

- b. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

- c. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

2) The Subrecipient acknowledges that compliance with this section material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

- a. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

- b. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

- c. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

B. Davis-Bacon Act, if applicable.

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

C. Copeland "Anti-Kickback" Act, if applicable.

- 1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. Contract Work Hours and Safety Standards. In accordance with 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

E. Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment

or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Debarment and Suspension.

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor and any subcontractors must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- H. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements for an award of \$100,000 or more.

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, by executing this Agreement, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

- J. Additionally, a Contractor's or any other non-federal entity's contracts must contain all or any applicable provisions described in 2 C.F.R. Ch. II, pt. 200, App. II (2023) (hereby incorporated by reference, as applicable).
- K. It is solely the responsibility of the Contractor to comply with and/or include in its subcontracts all applicable provisions, including but not limited to:
- 1) Contractor shall also comply with the requirements of 2 C.F.R. § 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment).
 - 2) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms).
 - 3) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.322 (Domestic Preferences for procurements).
 - 4) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.323 (Procurement of recovered materials).
 - 5) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.327 (Contract Provisions).

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

DIVISION OF EMERGENCY MANAGEMENT

By: _____
(Authorized Signature) (Date)

By: _____
(Authorized Signature) (Date)

(Print/Type Name)

(Print/Type Name)

Title: _____

Title: _____

Federal Tax ID# _____



Individual Daily Activity Report



Purpose:

Used to record event-related and non-event-related activities performed by an individual. This form is general in nature and can be used by a wide variety of Applicants/Departments to document event-related activities.

Fields:

Top Section

- Applicant
- Department
- Date
- Employee Name
- Employee ID

“Labor” Section

- Category: Used to identify the FEMA Category of Work associated with the time entry. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- Description of Work Performed: Used to describe work performed related to the time entry. Sufficient language should be provided for FEMA/FDEM reviewers to understand the type of work being performed. While it is an open text field it will pre-populate with commonly performed potentially FEMA-eligible activities. **If you do not know what category of work it is, please select "N/A" for a full list of potentially FEMA-eligible activities.**
- Work Location: The employee should provide a sufficient description of the actual location where the work was performed. Depending on the circumstances, this may be a physical address, road intersection, GPS coordinates, or other as appropriate.
- Start Time
- End Time
- Event Related: Used to identify whether the time entry is associated with the event.
- Employee/Reviewer Signature: This can be used to certify the Daily Activity Report if the employee is only filling out the "Labor" Section.

“Equipment Used – Hourly” Section

- Category: Used to identify the FEMA Category of Work associated with equipment used. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- Equipment ID: Unique equipment identifier assigned by the Applicant
- Equipment Description: The employee should provide a sufficient description of the equipment used (e.g., Dodge Charger police cruiser, Ford 14CY dump truck, etc.).
- Work Location: See “Labor” Section above
- Total Hours: Used to document the total number of hours the equipment item was in active use
- Event Related: Used to identify whether the time entry is associated with the event.

“Equipment Used – Mileage” Section

- Category: See “Equipment Used - Hourly” Section above
- Equipment ID: Unique equipment identifier assigned by the Applicant





Individual Daily Activity Report



- Destination/Purpose: The employee should provide a sufficient description of the destination and/or purpose of the claimed mileage
- Start & End Odometer: These two fields should only be used if all mileage is event related
- Total Miles: This field will auto-calculate if Start & End Odometer readings are entered. If Start & End Odometer readings are not entered, the total miles driven should be entered.
- Event Related (Y/N): see "Equipment Used - Hourly" Section above

"Materials Used" Section

- Category: Used to identify the FEMA Category of Work associated with materials used. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- Item Description and Purpose: The employee should provide a sufficient description of what the item is and why it was needed
- Invoice/Receipt Number:
- Amount: The cost associated with the item listed
- Event Related (Y/N): see "Equipment Used - Hourly" Section above

"Certification" Section

- Employee Signature & Date: Certification by the employee that all information is accurate to the best of their knowledge
- Reviewer Signature & Date: Provides an opportunity for a reviewer, supervisor, or other personnel to confirm that all information is accurate to the best of their knowledge. This field could serve as an opportunity to confirm that the Category of Work, "Event Related" applicability, equipment ID numbers, and other information is accurate





Individual Daily Activity Report



Employee Name: Employee ID: Applicant Name: Department: Date:

Emergency Work Categories: A (Debris Removal) B (Emergency Protective Measures) *Note: If conducting temporary repairs to a Cat C – G site, please utilize Cat B for this activity*
Permanent Work Categories: C (Roads and Bridges) D (Water Control) E (Buildings and Equipment) F (Utility Systems) G (Recreational & Other) Enter time as HH:MM using a 24-hour clock

Category	Description of Work Performed	Work Location	Start Time	End Time	Labor Hours	Event Related

Employee Signature:
(If only filling out information on this page,
otherwise leave blank)

Total Non-Event Related Hours: 0.00

Total Event Related Hours: 0.00

Reviewer Signature:





Individual Daily Activity Report



VEHICLE AND EQUIPMENT ACTIVE (DRIVER / OPERATOR ONLY) - HOURS ONLY

Category	Equipment ID#	Vehicle Equipment Description	Work Location	Hours	Event Related

Total Non-Event Related Hours:

Total Event Related Hours:

VEHICLE AND EQUIPMENT ACTIVE (DRIVER / OPERATOR ONLY) - MILEAGE ONLY

Category	Equipment ID#	Destination	Start Odometer	End Odometer	Miles	Event Related

Total Non-Event Related Miles:

Total Event Related Miles:

MATERIALS USED (ATTACH RECEIPTS/INVOICES)

Category	Item Description and Purpose	Invoice/Receipt Number	Amount	Event Related

I CERTIFY THE INFORMATION ON THIS FORM IS ACCURATE

Employee Signature:

Date:

Reviewer Signature:

Date:





Individual Daily Activity Report

Additional Notes



****Florida Division of Emergency Management (FDEM)**

Vendor Security and Compliance Agreement**
(Aligned with Florida Statute 60GG-2)

1. Purpose

This agreement establishes security, data ownership, and service-level expectations for vendors providing software platforms or technology services to the **Florida Division of Emergency Management (FDEM)**. Vendors must comply with **Florida Statute 60GG-2** and applicable cybersecurity and data protection laws.

2. Data Ownership & Access

- All data processed, stored, or managed by the vendor **remains the sole property** of FDEM.
- Vendors **shall not claim proprietary rights** over any system-generated data, reports, or records.
- Vendors must provide **full, unrestricted access** to authorized FDEM personnel.
- Upon contract termination, vendors **must transfer all data** to FDEM in a structured format within **30 days**.

3. Security & Compliance Requirements

- Vendors must comply with **Florida Statute 60GG-2**, **NIST 800-53**, and other applicable security frameworks.
- Multi-Factor Authentication (MFA) is required for all administrative access.
- All data must be encrypted **in transit and at rest** using industry-standard encryption.
- Vendors must implement **least privilege access** and perform regular security audits.
- Vendors must **patch critical vulnerabilities** within **7 days** of disclosure.
- Vendors must ensure compliance with **Florida public records laws**, ensuring FDEM retains control over all records and data.

4. Incident Reporting & Response

- Vendors must **report security incidents** affecting FDEM within **24 hours** of detection.
- Vendors must provide an **incident report** detailing impact, root cause, and mitigation steps within **48 hours**.
- If a breach occurs, the vendor is responsible for **assisting with forensic investigations** and remediation.

5. System Transition & Exit Strategy

- Vendors must provide a **data handover plan** before contract termination.
 - Data must be transferred in a **structured, non-proprietary format** (CSV, JSON, XML, etc.).
 - Vendors shall not charge additional fees for **data retrieval or transfer** beyond the agreed contract.
-

Service Level Agreement (SLA) Requirements

6. Vendor-Provided SLA Requirement

The **Vendor must submit a Service Level Agreement (SLA)** outlining service guarantees before contract execution. The SLA must include, at minimum:

- **System uptime guarantees**
- **Response and resolution times for issues**
- **Security compliance requirements**
- **Incident handling and breach notification procedures**

This SLA must meet or exceed the **minimum service levels established by FDEM**. The **FDEM IT Bureau and Information Security team** will review and approve the vendor's SLA before contract execution. Failure to meet SLA obligations may result in **financial penalties, service credits, or contract termination**.

7. Minimum Acceptable Service Levels

While the vendor may propose their SLA, the following minimum service levels must be met:

7.1 System Uptime & Availability

- Vendors must guarantee **99.9% uptime** for all mission-critical systems.
- **Planned maintenance** must be communicated **at least 7 days in advance** and scheduled outside peak business hours.
- Vendors must provide **real-time status updates** on system availability.

7.2 Incident Response & Resolution Times

Severity Level	Issue Description	Response Time	Resolution Time
Critical (P1)	System outage, data loss, major security breach	15 minutes	2 hours
High (P2)	Significant service degradation impacting multiple users	1 hour	4 hours
Medium (P3)	Functionality issues with workarounds available	4 hours	1 business day
Low (P4)	Minor UI bugs, general questions, or minor issues	1 business day	5 business days

7.3 Security & Compliance Monitoring

- Vendors must perform **regular security scans** and provide reports to FDEM.
- Vendors must undergo **annual third-party security assessments** (e.g., SOC 2, ISO 27001).
- Vendors must comply with **audit requests** within **10 business days**.

7.4 Disaster Recovery & Data Retention

- Vendors must implement **daily backups** and maintain a **minimum 30-day data retention policy**.
- Disaster recovery plans must ensure data restoration **within 4 hours** of a major failure.
- Vendors must conduct **annual disaster recovery tests** and share results with FDEM.

7.5 Penalties for Non-Compliance

- Failure to meet SLA commitments may result in **financial penalties or service credits**.
- Repeated SLA violations may result in **contract termination with no penalty to FDEM**.
- Vendors must cover costs associated with security breaches resulting from **their negligence**.

Acknowledgment & Agreement

By signing below, the Vendor agrees to provide an SLA that meets or exceeds these minimum service levels and to comply with all security and data ownership requirements set by FDEM.

Vendor Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

FORM 1

Vendor Acknowledgement

<u>Vendor Name:</u>	
If a Fictitious Name is used include registered name (i.e. XYZ, Inc. D/B/A ABC)	*Authorized Signature (Manual)
<u>Vendor Mailing Address:</u>	
<u>City, State, Zip:</u>	*Authorized Signature (Typed), Title
Phone Number:	<p>*This individual must have the authority to bind the Respondent.</p> <p>By signature on the Reply, Respondent certifies that it complies with the Terms & Conditions of the RFP.</p>
Toll Free Number:	
Email Address:	
DUNS Number:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
VENDOR CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.	
Primary Contact:	
Contact Name, Title:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	
Secondary Contact:	
Contact Name, Title:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	

Form 2
Vendor Certification Form
(PUR 7801)

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required		Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required		If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required		<p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is</p>

		placed on the Suspended Vendor List of the Department of Management Services.
Required		<p>If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.</p> <p>*Form is required to be submitted with your Proposal.</p>
Required		<p>If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.</p>
Required		<p>The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.</p>
Required		<p>The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.</p>
Required		<p>If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.</p> <p>*Form is required to be submitted with your Proposal.</p>
Required		<p>The Respondent certifies that it complies with the provisions of chapter 112, Florida Statutes, Conflict of Interest, and no conflict of interest exists or has notified the Procurement Officer of any potential conflict.</p>
Required		<p>No Offshoring - The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.</p>
Required		<p>The Respondent certifies that it 1) has a current and active registration with the Florida Department of State, Division of Corporations, 2) if awarded a Contract, will have a current and active registration prior to execution of the Contract, or 3) will certify to the Division that it is exempt from registration. www.sunbiz.org</p>
Required		<p>The Respondent certifies that it currently has no delinquent obligations to the State, including a claim by the State for liquidated</p>

		damages under any other contract.
Required		The Respondent certifies by submitting a response, the Contractor attests that all Contractors staff, agents, or subcontractors, who perform work under this Contract will be required to submit to a Level 2 background screening and must be approved to work prior to being assigned to this Contract.
Required		The Respondent certifies that the Respondent has read, understood, and agrees to all requirements of the solicitation and agrees to all terms and conditions.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name and Title

FORM 3
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**Form 4
PUR 2024**

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: _____ Date: _____

**Form 5
PUR 2023**

Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Department have no been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management's member's Title:

Signature:

Date:

FORM 6
ADDENDUM ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed and accepted all Addendum(s) to the solicitation posted on the Vendor Information Portal (VIP).

Please list all Addendum(s) below.

Name of Respondent's Organization

Signature of Authorized Representative
and Date

Print Name

Form 7- Evaluator Workbook (For use by evaluators only)
Request for Proposals (RFP) NO. RFP-DEM-25-26-025
Case Work for Emergency Sheltering and Housing Program

Respondent:

Evaluator:

Reminder:

Until the RFP process is completed, you are not permitted to discuss your evaluation or Respondent's Proposal with anyone other than the Procurement Officer, including other evaluators. The Procurement Officer is your sole point of contact for this RFP. If you have any questions or issues, please contact Jenene Helms at (850) 901-4818 or Jenene.Helms@em.myflorida.com

Evaluators must perform their evaluations using only the information submitted in the Respondent's Proposal and must not base their evaluations on information obtained outside of the Respondent's Proposal.

The Evaluator Workbook (MS Excel) must be completed for each Respondent who submitted a Proposal. Your workbook must be submitted electronically via email to Jenene Helms by the date and time in the Timeline of Events or as notified.

Technical Proposal and Evaluation Criteria

Evaluators must review section 3.5, Tab 4 - Experience and Qualifications, Tab 5 - Contact Center, Tab 6 - Digital Systems and Data Management, and Tab 7 - Case Work Strategy submitted by the Respondent for each of the items listed below. Evaluators will select one of the available drop-down options in the yellow cells to assign their evaluation to the element of the Respondent's Technical Proposal. Based on the assigned evaluation selected in the yellow cells, a corresponding score will automatically populate in the "Evaluator Score" column.

Criterion Number and Title	Evaluator Score
Tab 4 - Experience and Qualifications	
Tab 5 - Contact Center	
Tab 6 - Digital Systems and Data Management	
Tab 7 - Case Work Strategy	
Criterion Total	0