



**State Term Contract 84111600-20-1  
For  
Financial and Performance Audits**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **MGT of America Consulting, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor's submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

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**IV. Statement of Work.**

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO

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- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

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- Training Customer personnel through formal classroom courses, workshops, or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

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statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
  - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
  - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
  - Assess business practices.
  - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
  - Assess duplication of effort by employees and identify work that serves little or no purpose.
  - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
  - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
  - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
  - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
  - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
  - Determine the extent to which a program achieves a desired level of program results.
  - Assess the effectiveness of the program and/or individual program components.
  - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
  - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

*1. Customer SOW.* Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

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- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

**When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract.** Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

*2. Minimum Number of RFQs Sent by Customer.*

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

*4. RFQ Format.* The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

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competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

<b>Contract Requirement</b>	<b>Description</b>	<b>Frequency</b>	<b>Daily Financial Consequences for Non-Performance</b>
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

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- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

[https://www.dms.myflorida.com/workforce\\_operations/human\\_resource\\_management/for\\_state\\_personnel\\_system\\_hr\\_practitioners/state\\_holidays](https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays)

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

*1. MFMP Transaction Fee Report.*

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"



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subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

*2. Contract Quarterly Sales Reports.*

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

*3. Diversity Report.*

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

*4. Ad-hoc Report.*

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

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- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

**V. Contract Management.**

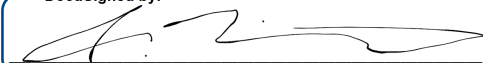
**Department's Contract Manager:**

Christia Nunnery  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360.8X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8367  
Email: [Christia.Nunnery@dms.myflorida.com](mailto:Christia.Nunnery@dms.myflorida.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**MGT OF AMERICA CONSULTING, LLC**

**STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES**

DocuSigned by:  


**A. Trey Traviesa**  
Chairman and CEO

DocuSigned by:  


**Tami Fillyaw**  
Chief of Staff

2/20/2021 | 3:01 PM PST

**Date:**

2/22/2021 | 9:38 AM EST

**Date:**

**Contract Attachment A: Cost Proposal  
Request For Proposals  
No. 06-80101500-J  
Management Consulting Services and Financial and Performance Audits**

<b>Respondent Name</b>	<b>MGT OF AMERICA CONSULTING, LLC</b>
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**INSTRUCTIONS**

The Respondent may respond to one or both Service Categories. **The Respondent is not required to respond to both Service Categories.** However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.

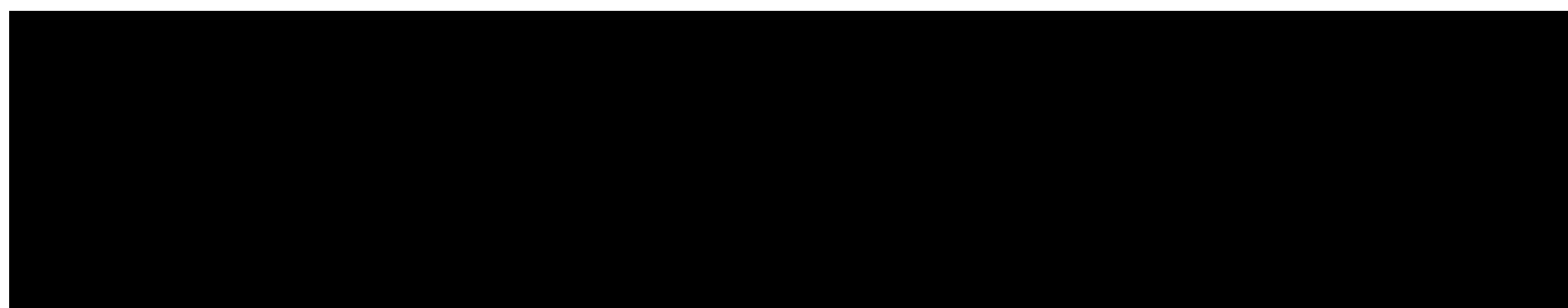
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. **The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.** The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.

Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.

This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

Provide pricing in dollar amounts; amounts may include cents (e.g. \$0.05), but cannot include fractions of cents (e.g. \$0.005).

Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.



**Service Category 2: Financial and Performance Audits**

JOB TITLE	<u>INITIAL TERM</u> HOURLY RATE	<u>RENEWAL TERM</u> HOURLY RATE
Principal Consultant	\$275.00	\$285.00
Senior Consultant	\$225.00	\$235.00
Consultant	\$185.00	\$195.00
Junior Consultant	\$145.00	\$150.00
Program and Administrative Support	\$65.00	\$70.00

**Contract Attachment B**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will 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 Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, 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, 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 AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, 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.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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 must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., 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 Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department 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), F.S., 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.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will 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 Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event 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 must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

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

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide 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.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable 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 Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer 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.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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.
- (c) 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 public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. 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 after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract 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 Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will 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.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or 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 Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 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 or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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) 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 delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department 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 paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services 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 commodity or contractual services 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.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will 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 Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must 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 must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY 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 Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

## Contract Attachment C

RFP NO: 06-80101500-J  
MANAGEMENT CONSULTING SERVICES AND  
FINANCIAL AND PERFORMANCE AUDITS

JUNE 9, 2020



SUBMITTED BY:

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# TECHNICAL PROPOSAL – SERVICE CATEGORY 2: FINANCIAL AND PERFORMANCE AUDITS

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THE STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT  
SERVICES



**STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

RFP 06-80101500# | TECHNICAL PROPOSAL FOR SERVICE CATEGORY TWO: FINANCIAL AND PERFORMANCE AUDITS  
JUNE 9, 2020

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## I. EXPERIENCE

MGT Consulting Group (MGT) is pleased to present this response to the Florida Department of Management Services Request for Proposal No. 06-80101500-J to provide financial and performance audit services.

MGT was originally chartered in 1974 in Tallahassee, Florida, and has been in business continuously since that time. Today, we have offices in eleven other states, but our corporate headquarters remains in Florida.

### NATIONAL FIRM | LOCAL FOCUS

Throughout our more than **45 years of operation**, we worked in all fifty states and several foreign countries. This vast area of experience ensures we bring the State of Florida **unparalleled expertise** and a working knowledge of **best practices and industry trends**.



## HISTORY OF WORK WITH THE STATE OF FLORIDA

Our body of work with state agencies in Florida began with the Florida Department of Education in 1975 and includes several early contracts with the **Florida Department of Management Services (DMS)** including:

- ◆ Comprehensive Salary Survey and Benchmarking of Select Positions | 11/30/1998
- ◆ Financial Analysis of responses to the State of Florida's Radio/Communication Invitation to Negotiate | 2/28/1999
- ◆ Statewide Human Resources Strategic Plan | 10/7/1999
- ◆ Comprehensive Salary Survey for Career Service and Selected Exempt Service and Senior Management Service (SES/SMS) positions | 10/30/1999
- ◆ Financial Analysis of Law Enforcement Radio Communications | 3/31/2000
- ◆ Geographic Assessment of Labor Market | 11/1/2000
- ◆ Project Management Assistance for Automated Personnel System Implementation | 12/1/2000
- ◆ Florida Department of Management Services Fleet JAD Session Support | 6/30/2002
- ◆ Correctional Facility Privatization Analysis | 6/15/2006
- ◆ MyFlorida Network Deployment | 6/30/2008



## I. EXPERIENCE



Since that time, we have been selected to serve on several state term contracts for **DMS**, and worked with almost every state agency, as well as hundreds of local government clients and school districts.

Many of MGT's clients are repeat customers and this includes several Florida state agencies. Below we present a historical snapshot of this work. We have noted the number of projects delivered for each agency parenthetically.

- ◆ Florida Department of Education **(44 Projects)**
- ◆ Florida Department of Health and Rehabilitative Services **(25 Projects)**
- ◆ Florida Department of Insurance **(5 Projects)**
- ◆ Florida Department of Highway Safety and Motor Vehicles **(4 Projects)**
- ◆ Florida Department of Community Affairs
- ◆ Florida Department of Transportation **(41 Projects)**
- ◆ Florida Department of Natural Resources **(2 Projects)**
- ◆ Florida Department of Corrections **(6 Projects)**
- ◆ Florida Department of Labor and Employment Security
- ◆ Florida Department of Revenue
- ◆ Florida Department of Commerce
- ◆ Florida Department of Law Enforcement **(8 Projects)**
- ◆ Florida Department of General Services
- ◆ Florida Department of Environmental Protection **(3 Projects)**
- ◆ Florida Department of Children & Families **(14 Projects)**
- ◆ Florida Department of Management Services **(13 Projects)**
- ◆ Florida Department of Insurance **(4 Projects)**
- ◆ Florida Department of Juvenile Justice **(6 Projects)**
- ◆ Florida Department of State **(2 Projects)**
- ◆ Florida Department of Veterans' Affairs
- ◆ Florida Department of Financial Services **(2 Projects)**
- ◆ Florida Department of Law Enforcement **(2 Projects)**
- ◆ Florida Department of Elder Affairs
- ◆ Florida Department of Economic Opportunity **(3 Projects)**





## I. EXPERIENCE



## LINES OF BUSINESS

## MGT MAJOR CONSULTING LINES OF BUSINESS

**Government Consulting**

Everything from an organizational analysis to a jail privatization study to a strategic plan to move an organization from reactive mode to proactive mode.

**Diversity and Inclusion**

Disparity research and diversity studies to provide an organization or community with a more equitable and inclusive environment.

**Education Solutions**

From student outcomes and performance, to operational effectiveness, our solutions have impacted more than 50 million students across the globe.

**Financial Solutions**

Our nationally-recognized experts help clients weather fluctuating market conditions and rising demands on their budgets using a variety of proven solutions.

**Human Capital**

Specializing in classification and compensation studies, this practice helps public agencies retain and attract the right talent.

**Cyber Security and Technology**

We help IT and Cyber leaders navigate and manage cyber threats through a Cyber Security Office program that provides an “a la carte” menu for customization.

Within our business practices, our staff and services overlap and intermingle. This cross training and experience enable our consultants to bring a unique “big picture” perspective to each project they undertake. Our service lines include but are not limited to the following:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Business process reengineering</li> <li>• Classification and compensation studies</li> <li>• Communications and marketing consulting</li> <li>• Costing services</li> <li>• Disparity studies</li> <li>• <b>Economy and Efficiency Audits</b></li> <li>• Facilities planning and analysis</li> <li>• Fiscal impact analysis</li> <li>• Funding studies and models</li> <li>• Geographic Information Systems</li> </ul> | <ul style="list-style-type: none"> <li>• Human resource studies</li> <li>• Information technology consulting</li> <li>• <b>Internal Controls Development and Audits</b></li> <li>• Market and opinion research</li> <li>• Operations/management reviews</li> <li>• Performance audits</li> <li>• Policy research</li> <li>• Professional development</li> <li>• <b>Program evaluation and audits</b></li> <li>• Strategic planning</li> </ul> |
|---|---|

## RELEVANT EXPERIENCE

MGT is proposing on three of the five service categories in Category Two: Financial and Performance Audits. Below, we provide summaries of relevant project experience, each directly relevant to **one or more** of the requested services including but not limited to:

## I. EXPERIENCE



### Internal Controls Audits

- ◆ *Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.*
- ◆ *Audit financial reporting and safeguarding of assets including the use of computer-based systems.*

### Economy and Efficiency Audits

- ◆ *Assess business practices.*
- ◆ *Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.*
- ◆ *Assess duplication of effort by employees and identify work that serves little or no purpose.*
- ◆ *Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.*
- ◆ *Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.*
- ◆ *Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.*
- ◆ *Evaluate reported measures of economy and efficiency.*

### Program Results and Program Fraud Audits

- ◆ *Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.*
- ◆ *Determine the extent to which a program achieves a desired level of program results.*
- ◆ *Assess the effectiveness of the program and/or individual program components.*
- ◆ *Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.*
- ◆ *-Assess compliance with laws and regulations applicable to the program.*

The chart on the following page is an index of twelve detailed projects we present here to demonstrate our experience to provide these services, and indicate which services comprised each project. Immediately following this table are detailed project descriptions for those projects.

After the detailed project description, we have provided lists of several different practice project lists to demonstrate the depth and breadth of our experience.

## I. EXPERIENCE



Project Title   Client	Internal Controls Audits	Economy and Efficiency Audits	Program Results and Program Fraud Audits
Florida Office of Program Policy Analysis and Government Accountability (OPPAGA)   Six Performance Audits	✓	✓	✓
Florida Office Of Program Policy Analysis and Government Accountability (OPPAGA)   Statewide Clerk of Courts Efficiency Assessment	✓	✓	✓
Maui County Performance Audit   Review of Council Expenditures Salaries, Increases & Use of Overtime/Bonuses	✓	✓	✓
Organizational Efficiency Assessment of Division of Facilities Management   State of Colorado Department of Human Services	✓	✓	✓
Development Services Organizational Assessment   Hillsborough County	✓	✓	✓
25 School Efficiency Reviews   Virginia Department of Budget and Planning	✓	✓	✓
Agency-wide Operational Analysis (Two Projects)   Florida Department of Corrections	✓	✓	✓
Efficiency Review   Virginia Department of Corrections	✓	✓	✓
Consolidation Study of Administrative Functions   New Hampshire Department of Administrative Services	✓	✓	✓
Performance Audit of The Department of Transportation   South Carolina Legislative Audit Council	✓	✓	✓
Performance Review   North Carolina General Assembly	✓	✓	✓
Commonwealth of Virginia   Disparity Study,	✓		✓
City of New York (NY)   M/WBE Disparity Study	✓		✓
Tallahassee Consortium (FL)   M/W/SBE Disparity Study	✓		✓

## I. EXPERIENCE

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### FLORIDA OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY (OPPAGA) | PERFORMANCE AUDITS

The Florida Legislature's Office of Program Policy Analysis and Government Accountability (OPPAGA) contracted with MGT Consulting Group to conduct performance audits of four Florida counties and two county school districts in accordance with generally accepted government auditing standards (GAGAS). The performance audits were a statutory requirement in support of the respective entities' resolutions to pursue local option surtaxes via public referenda. The audits focused on the program areas related to the intended use of the funds. The scope of each audit spanned six research tasks, encompassing perspectives on related programs including (1) economy, efficiency, or effectiveness; (2) the structure or design to accomplish goals and objectives; (3) alternative methods of providing services or products; (4) goals, objectives, and performance measures used to monitor and report; (5) the accuracy or adequacy of public documents, reports, and requests; and (6) compliance of the related programs with appropriate policies, rules, and laws. Findings of the audits included observations of both positive and adverse conditions, with recommendations for improvement where any deficiencies were observed. The final reports were published to agency websites 60 days in advance of each respective ballot to provide transparency regarding stewardship of public funds to inform voters' decisions to authorize the additional levies.

**Broward County:** Planning, development, operation, and maintenance of roads and bridges, bus systems, fixed guideway rapid transit systems, and on-demand transportation services; as well as the County's payment of principal and interest on bonds issued for authorized transportation and transit projects.

**Collier County:** Construction, repair, or maintenance of roads, bridges, signals, sidewalks, parks, as well as evacuation shelters, governmental, mental health, and emergency services facilities; and the acquisition of land and construction support for workforce housing and career and technical training, veterans' nursing home(s), and expanded mental health facilities.

**Okaloosa County:** Law enforcement and public safety facilities and vital equipment; the reduction of traffic congestion; construction and repairing of roads and bridges; flood control and water quality improvements; the construction of other public facility improvements; and debt service functions.

**St. Lucie County:** Financing, construction, reconstruction, maintenance, repair, and improvement of public infrastructure projects such as roadway expansion and major resurfacing, reduced traffic congestion, new and improved sidewalks near schools, local flood control, and improved water quality.

**Alachua County School District:** Safety and security improvements; repair, renovation, and remodeling of board-owned schools, including modernization of classrooms, science labs, and other spaces; technology; elimination of portable classrooms; new construction; land acquisition and improvement; and other school facilities projects.

**Washington County School District:** Improvements and construction of school capital outlay projects, including construction additions, renovations, and replacements of school facilities, and educational technology.

## I. EXPERIENCE



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### FLORIDA OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY (OPPAGA) | STATEWIDE CLERK OF COURTS EFFICIENCY ASSESSMENT

In August 2019, MGT was hired by the Florida Legislature to conduct an independent efficiency evaluation of the State's Clerks of Court Offices to determine the effectiveness of the Clerks' court-related functions and performance in terms of internal operations and customer service. Specifically, MGT evaluated 14 major functions that are identified as court-related duties by the Florida Court Clerks and Comptrollers Association (FCCC). MGT's role in this engagement was to observe and analyze current circumstances and operations, highlight where best practices occur, and make recommendations to realize efficiencies. A key component of the study was to conduct site visits to 15 randomly selected Clerks offices throughout Florida (Florida has 67 counties, each with an elected Clerk of Court). With a focus on the people, processes, and technology that impact performance in Clerks' offices, MGT delivered a comprehensive report on-time in November 2019 that summarized observations and offered 26 recommendations for increased efficiency.

Within a few days of the start of the engagement, MGT assembled a team of more than 20 consultants representing a broad range of professional disciplines (including human capital, financial solutions, technology, and higher education) to gain an understanding of court-related processes during the site visits. In addition to meeting with the leadership in each Clerk's office, MGT conducted staff-level interviews and gathered more than 150 data points on the amount of time taken to complete tasks. This was accomplished both through direct observation of tasks performed and discussions with deputy clerks who perform the functions. Site visits ranged from one to three days depending on the size of the county visited. MGT also captured insights on resource and time allocation through a statewide survey of the remaining 52 Clerks of Court. Multiple interviews were conducted with related stakeholders including the FCCC, the Florida Clerks of Court Operations Corporation, the Florida Office of the State Courts Administrator, the National Center for State Courts, and Florida circuit court judges. MGT also conducted a review of existing national research and best practices for the study.

The study was delivered on-time and on-budget to the Legislature, exemplifying the firm's ability to rapidly deploy a team of experienced consultants and gather data and insights across Florida. The result was an in-depth study covering a broad base of technical topics and business processes. The study offers the Florida Legislature an independent perspective on the current state of efficiency in the Clerks offices and a path forward to improve. The study also serves as a resource to the Clerks of Court and a catalyst for change in their business processes and resource allocation.

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### ORGANIZATIONAL EFFICIENCY ASSESSMENT OF DIVISION OF FACILITIES MANAGEMENT | STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

MGT was selected by the Colorado Department of Human Services to conduct an assessment of the Division of Facilities Management, a support organization within the Department responsible for providing statewide planning and technical, facilities, and fleet management services to the Department including more than 1,500 acres of land and 343 buildings. MGT is reviewing the Division services, functions, budget, and organizational services and identifying comparable entity and industry benchmarks to recommend Division- and district-level performance metrics as well as organizational and operational modifications. Recommendations may include changes to services, classifications, budget allocation, and organizational structure. Project work began in 2019 and is expected to be completed by August 2020.

## I. EXPERIENCE

**DEVELOPMENT SERVICES ORGANIZATIONAL ASSESSMENT | HILLSBOROUGH COUNTY**

Our project team performed an organizational assessment for Development Services within a county of 1.4 million people that is adding 50,000 new residents annually. Rapid population growth and economic recovery had challenged the ability of this department to keep up with demand. The County asked for help in scaling to the challenge, so that the services would be of good quality and fiscally sustainable. The review covered additional departments (Public Works services, Public Utilities, Planning Commission, and a few others). Our consultants provided the following services:

- ◆ Determine cost of land development permits originating in Development Services that are also processed in departments of Public Works and Public Utilities. Determine staffing efforts for 200+ activities.
- ◆ Assess processes to look for opportunities to streamline, looking at workflows, work rules, technologies used, stakeholder opinions, comparisons to other jurisdictions, and management team needs.
- ◆ Determine cost of permits originating in Planning Commission that are also reviewed in 12 other offices.
- ◆ Assess efforts to coordinate review and avoid duplication in land development permit reviews

**25 SCHOOL DIVISION (DISTRICT) EFFICIENCY REVIEWS | VIRGINIA DEPARTMENT OF BUDGET AND PLANNING**

- |                                      |                                    |   |
|--------------------------------------|------------------------------------|---|
| ◆ Alexandria City Public Schools     | ◆ Dinwiddie County Public Schools  | ◆ Petersburg City Public Schools                |
| ◆ Bath County Public Schools         | ◆ Franklin County Public Schools   | ◆ Prince William County Public Schools          |
| ◆ Botetourt County Public Schools    | ◆ Hampton Public Schools           | ◆ Rappahannock County Public Schools            |
| ◆ Campbell County Public Schools     | ◆ Isle of Wight County Schools     | ◆ Roanoke County Public Schools                 |
| ◆ Charlottesville Public Schools     | ◆ Lancaster County Public Schools  | ◆ Smyth County Public Schools                   |
| ◆ Chesterfield County Public Schools | ◆ Loudoun County Public Schools    | ◆ Williamsburg-James City County Public Schools |
| ◆ Clarke County Public Schools       | ◆ Louisa County Public Schools     | ◆ Winchester Public Schools                     |
| ◆ Culpeper County Public Schools     | ◆ Montgomery County Public Schools | ◆ York County Public Schools                    |
|                                      | ◆ Norfolk Public Schools           |   |

MGT Consulting Group has conducted efficiency reviews of 25 different school divisions (districts) in Virginia. The efficiency reviews examined the following areas: division administration, human resources, financial management, purchasing, facilities use and management, transportation, costs of educational service delivery and special education, technology management, and food services.

To demonstrate our experience designing sound recommendations for improvements and effective implementation plans, we provide the following chart outlining saving results from the school reviews cited above. In many school divisions, the implementation of our comprehensive management, organization, and efficiency review recommendations has saved millions of dollars. In the 25 Virginia efficiency reviews conducted by MGT, more than 90 percent of our recommendations were adopted, achieving a school division average savings of more than \$1 million annually.

## I. EXPERIENCE



DIVISION	IMPLEMENTATION RATE	ANNUAL SAVINGS	DIVISION	IMPLEMENTATION RATE	ANNUAL SAVINGS
Alexandria City	88.73%	(\$568,568)	Loudoun County	86.67%	\$436,178
Bath County	80.52%	46,923	Louisa County	90.67%	\$764,433
Campbell County	91.03%	\$389,079	Montgomery County	87.06%	\$738,922
Charlottesville City	90.32%	\$3,406,331	Norfolk City	92.31%	\$2,555,680
Chesterfield County	92.21%	\$4,565,408	Petersburg City	98.90%	\$3,999,757
Clarke County	98.92%	\$42,961	Prince William County	84.62%	\$262,877
Culpeper County	90.43%	\$364,081	Rappahannock County	90.67%	(\$53,325)
Dinwiddie County	91.82%	\$1,604,706	Roanoke City	81.25%	\$1,871,044
Franklin County	81.48%	(\$61,142)	Smyth County	95.40%	\$45,026
Hampton City	91.92%	\$8,683,089	Williamsburg-James City	88.89%	(\$195,890)
Isle of Wight	93.68%	(\$437,184)	Winchester City	90.91%	\$134,103
Lancaster County	94.44%	\$18,928	York County	92.68%	\$323,728
<b>AVERAGE RECOMMENDATION IMPLEMENTATION RATE</b>				<b>90.72%</b>	
<b>AVERAGE SCHOOL DIVISION ANNUAL SAVINGS</b>				<b>\$1,202,130</b>	
<b>TOTAL ANNUAL SAVINGS (24 DIVISIONS prior to our Botetourt Review)</b>				<b>\$28,851,123</b>	

Source: Virginia Department of Planning and Budget website, March 2014.

## FLORIDA DEPARTMENT OF CORRECTIONS | MULTIPLE PROJECTS

- ◆ MGT contracted with the Florida Department of Corrections to provide an agency-wide operational analysis with recommendations for retooling specific areas that might not have been operating effectively, efficiently, in compliance with procedures or within the bounds of the law. Areas reviewed included the Inspector General's Office, contracting processes, personnel issues, security and institutions, and community corrections.
- ◆ Five years after our original operational analysis, MGT conducted an operational performance review of selected areas within the department to assist the agency in improving its operational performance in a more efficient and economic manner. Services included a review of staffing and organizational structure of the Central Office, the regional offices, and associated administrative functions; a review of the population management and capacity function of the department and identifying strengths/weaknesses and appropriateness of current strategies and approaches including classification and housing practice; a review of the health care delivery system; a comprehensive review of all contracts to which the department is a party; and providing a full evaluation, compliance review, and analysis of the Florida Statutes, Florida Administrative Codes, and Procurement Policies and Procedures. This review included an operational, programmatic, and capacity assessment of 19 selected facilities that were representative of the department.
- ◆ MGT contracted with the Florida Department of Corrections in January 2009 to provide inmate healthcare medical claims auditing services for four years and to audit claims

## I. EXPERIENCE

processes as far back as five years prior. MGT also provided collection services for improper claims and cost containment consulting services.

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### VIRGINIA DEPARTMENT OF CORRECTIONS | EFFICIENCY REVIEW

MGT conducted a complete efficiency analysis of the Virginia Department of Corrections including facilities, program, and community operations to assist in attaining optimal efficiency of these aspects of the agency. The focus of the assessment was on the department's overall organizational structure, medical and health care delivery systems, institutional operations, community diversion and detention centers, re-entry programs and services, and administrative functions. A major objective of the performance review was to identify any systemic deficiencies in the operations of institutional and community programs and facilities and to identify efficiencies that would improve effectiveness and reduce costs.

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### NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES | CONSOLIDATION STUDY OF ADMINISTRATIVE FUNCTIONS

MGT performed a consolidation study of administrative functions for the State of New Hampshire. The first function reviewed was the accounts payable cycle. MGT conducted an in-depth analysis of processes and users affected to determine an appropriate approach for consolidating the function across state government. MGT also developed an implementation plan and assisted with executing the plan and monitoring its progress.

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### SOUTH CAROLINA LEGISLATIVE AUDIT COUNCIL | PERFORMANCE AUDIT OF THE DEPARTMENT OF TRANSPORTATION

The South Carolina Legislative Audit Council retained MGT to conduct a comprehensive performance audit of the South Carolina Department of Transportation (SCDOT). The audit was conducted in accordance with Generally Accepted Government Auditing Standards. The audit included a follow-up to a 2006 audit report of the department, as well as the department's implementation of changes from recent state legislation. The audit scope included construction and maintenance planning and activities and project planning, selection, and prioritization including how the department planned to use federal stimulus funds received. The audit included the department's finance and administrative activities and oversight of mass-transit providers.

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### NORTH CAROLINA GENERAL ASSEMBLY | PERFORMANCE REVIEW

MGT was hired by the North Carolina General Assembly to conduct a study and provide direction to the General Assembly in implementing the recommendations contained in the North Carolina State Auditor's report, *Internal Auditing in State Agencies and Institutions*. In conducting this study, MGT conducted research about industry best practices, interviewed staff in professional organizations, non-state agencies, and state departments, and reviewed fiscal and staff classification data, among other tasks. Ultimately, MGT developed an Internal Audit Program, with specific recommendations and action steps for the state to implement. This Program consisted of a risk assessment tool to enable internal auditors to identify high-risk programs or units, an audit planning methodology, identification of audit standards, job classifications and descriptions for an internal auditor career path, and identification of performance measures related to the internal audit function. MGT presented the final report to the General Assembly's Government Performance Audit Committee for its adoption.



## I. EXPERIENCE

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### MGT'S DISPARITY, DIVERSITY, AND INCLUSION WORK

MGT has **30 years of experience** performing disparity studies that include a comprehensive review of the contracting/procurement ***programs, results, and program fraud audits***, and included the following elements:

- ◆ Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
- ◆ Determine the extent to which a program achieves a desired level of program results.
- ◆ Assess the effectiveness of the program and/or individual program components.
- ◆ Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
- ◆ Assess compliance with laws and regulations applicable to the program.

MGT completed our first disparity study in 1990 and since that time, we have gone on to successfully complete more than **220 disparity and disparity-related (M/WBE program implementation, litigation, etc.) studies for public sector clients across the country**. MGT has a proven track record of conducting legally defensible disparity studies that have played a vital role in assessing and documenting marketplace discrimination, if any, on a national scale.

MGT's experience with the collection, management, and analysis of large, complex sets of quantitative and qualitative data pertaining to race, disability, and gender issues is unmatched in comparison to other firms. This experience has positioned MGT to conduct studies which are responsive to client needs. We have a team of disparity study experts well-versed in all areas critical to conducting disparity studies including data collection and preparation, statistical analysis, disparity analysis, availability analysis, policy analysis, anecdotal analysis, econometric analysis, legal analysis, M/WBE program development and operations, and other areas important to the conduct of an accurate, reliable, valid, and legally defensible study.

Because MGT also is a full service management consulting and research firm, we bring a certain breadth and depth of experience providing consulting and research services for local governments and government-related entities that you will not find among our competitors that only conduct disparity studies. Our ability to conduct high quality disparity studies is significantly enhanced by our experience and understanding of local government operations, processes, and systems across different departments and functions.

Below we provide several project profiles of our most recent relevant work in this area.

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#### COMMONWEALTH OF VIRGINIA | DISPARITY STUDY, PHASE I & II

- ◆ MGT conducted a three-month study to examine the use of M/WBEs and non-M/WBEs by agencies and institutions of the Commonwealth to determine if there was a compelling interest to establish a narrowly tailored M/WBE program. Phase I consisted of analyzing procurement trends and practices between 2005 and 2009. The results presented statistical disparities in M/WBE utilization and private sector marketplace, discrimination in business formation, and revenue earned from self-employment.

## I. EXPERIENCE



- ◆ In Phase II of the study MGT collected anecdotal evidence, such as community outreach, business owner interviews, focus groups, public hearings, and survey of business owners to determine whether the underutilization of M/WBEs found in Phase I was a result of nonbiased bidding and purchasing procedures or from discriminatory practices. The evidence obtained and analyzed in Phase I and Phase II provided support for the establishment of a moderate program to promote M/WBE utilization.
- ◆ DISPARITY STUDY | April 2003 - December 2003 - MGT conducted a disparity study for the Commonwealth to determine if, and to what extent, disparity existed between the utilization and availability of M/WBEs between 1998 and 2002. The study results provided evidence of low utilization of minority firms relative to conservative availability estimates, and relative to the minority firm utilization by other states and public agencies. Disparities were found when controlling for certain factors and disparities were found in the utilization of minority firms in the private sector commercial construction. This evidence provided support for the establishment of a moderate M/WBE program.

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### ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES | DBE STUDY – AVAILABILITY AND DISPARITY

- ◆ MGT was retained by the Alaska Department of Transportation and Public Facilities to conduct a Disadvantaged Business Enterprise availability and disparity study. The Ninth Circuit in "Western States Paving" established a two-prong test: 1) the agency must establish the presence of discrimination in its own transportation industry, and 2) the affirmative action program must be "limited to those groups that actually suffered discrimination." The study analyzed the procurement trends and practices for the State as a whole, as well as by regions, by transportation mode for Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and Federal Transit Administration (FTA) between October 2006 and September 2011. The study evaluated the impact of race- and gender-neutral remedial efforts and provided recommendations for future program development including proposed DBE goals by transportation mode.
- ◆ DBE STUDY – AVAILABILITY AND DISPARITY | December 2019 - December 2020 (current project) MGT is completing a DBE Availability and Disparity Study for the Alaska DOT&PF, within the legal framework as established by 49 CFR Part 26 and court rulings, to determine the absence or presence of discrimination in federal aid contracting in Alaska, and how that relates to implementing an affirmative action program in public contracting. MGT will 1) Determine the extent to which DBEs participate in the procurement of USDOT federally assisted highway/airports/transit contracts; 2) Determine if DBE participation is representative of the availability of DBEs who are ready, willing, and able to participate in federally assisted USDOT contracts; 3) Calculate the percentage of ready, willing, and able DBE firms by each of the presumed groups as defined in 49 CFR Part 26 to be presumed disadvantaged; 4) Determine whether discrimination exists and, if found, identify by DOT modal group and individually the race, ethnicity, and gender of affected individuals as identified; 5) Identify presumed disadvantaged groups who are over or underutilized for federally assisted USDOT contracts based on their availability; 6) Quantify the magnitude of differences between DBE availability (based on capacity) and DBE participation on federally assisted USDOT contracts; and 7) Provide a complete review of the DOT&PF DBE program and sub-recipients to assist in administering the program and the establishment of a statewide (or local recipient) overall DBE goal.

## I. EXPERIENCE

**CITY OF NEW YORK (NY) | M/WBE DISPARITY STUDY | DECEMBER 2015 - MAY 2018**

The New York City disparity study was one of the largest disparity studies that has ever been conducted. A variety of community engagement activities were conducted in all five boroughs and included extensive use of social media and traditional media. The objective of the study was to conduct a disparity analysis of the utilization of M/WBEs in New York City contracting as compared to the availability of M/WBEs in the relevant market. The study included the following components: a legal framework review; policy and procedures review; data evaluation and collection; market area, utilization, and disparity analyses; anecdotal information gathering and analysis; private sector analysis; a telephone survey; regression analysis; recommendations; and a draft and final report.

**TALLAHASSEE CONSORTIUM (FL) | M/W/SBE DISPARITY STUDY | JUNE 2017 - JUNE 2019**

MGT conducted a comprehensive disparity study for the City of Tallahassee, Leon County, and Blueprint Intergovernmental Agency (Tallahassee Consortium). The study included the following components: legal analysis, policy, procedure and programs review, market area, utilization, availability and disparity analysis, anecdotal information gathering, private sector analysis, recommendations, and draft and final reports.

**ADDITIONAL EFFICIENCY REVIEW AND PERFORMANCE AUDIT PROJECTS FOR YOUR CONSIDERATION**

Developing Efficiency and Effectiveness Measures for all State Agencies | SC State Reorganization Commission

Efficiency Study | Austin Independent School District, TX

Efficiency Study of the FL Forestry Association | FL Forestry Association

Efficiency Review Studies | Bay Pines Veterans Administration Hospital, FL

Efficiency Review of the Veterans Administration Medical Center Fee Service Unit | Veterans Administration Medical Center, Houston, TX

Efficiency Study of Psychiatric Hospitals | NC State Psychiatric Hospitals

Efficiency and Effectiveness Review of Sarasota Co. Schools | Gulf Coast Community Foundation of Venice

Efficiency Review of Administrative Business Operations | Spokane Intercollegiate Research and Technology Institute

Efficiency and Effectiveness Study of Education Office | State of Utah

Fleet Efficiency Study | City of North Miami Beach, FL

Management and Efficiency Review | MI Department of Education

Community College Efficiency Analysis | VA Community College System

Administrative Office Efficiency Assessment | Illinois Department of Corrections

Performance/Efficiency Audit | NC State Health Plan for Teachers and State Employees

Legislative Compliance and Efficiency Review | Wyoming Department of Education

Efficiency Audit of the West VA Primary and Secondary Education System | West VA Office of the Governor

Efficiency Study | Polk Co. Efficiency Commission

Management Performance Audit of a Large State Department of Human Services | OK State Auditor and Inspector

Performance and Organizational Review | NJ Department of the Treasury

Development of Performance Measures for the (CA) Public Employees' Retirement System | CA Public Employees' Retirement System

Evaluation of the Department of Education's Staff Performance Review Processes | CA Department of Education

## I. EXPERIENCE



Job-Based Performance Evaluation Program Development and Training | CA Student Aid Commission

Performance Audit | Hillsborough Board of Co. Commissioners, FL

Performance Review | Harris Co. Department of Education, TX

Management and Performance Review | Jefferson Co., TX

Institutional Performance Review and Revenue Enhancement Study | Valdosta State University

Assessment of Performance Funding Model for KY Council on Higher Education | KY Council on Postsecondary Education

Performance Evaluation of Pilot Programs of Students with Disabilities | TX Education Agency

Performance Audit and Feasibility Study | MD Department of Education

Performance Audit of Health Care Services in Maine's Correctional System | Office of Program Evaluation and Government Accountability

Performance Review of New Mexico State Agencies - Phase 2 | State of New Mexico (sub to Public Works)

Performance Audit of the Division of Motor Vehicles | Joint Legislative Commission, NC

Performance Review | TX Department of Protective and Regulatory Services

Performance Funding Study | SC Commission on Higher Education

Management and Performance Review | Polk Co., FL

Performance Review | The Commissioners Court of Bexar Co., TX

Performance Audit | NC Department of Transportation

Legislature Performance Review | CA Legislature Development of a Performance-Based Funding Model | FL Department of Children & Families

Performance Review | NC Board of Co. Commissioners

Strategic Planning and Performance Measurement | CA Department of Transportation

Strategic Planning and Performance Measurement | CA Office of Traffic Safety

Performance Audit of Alcohol and Drug Abuse Prevention Programs | Office of the CO State Auditor

Performance Review of Van Pool Program | Capital Metropolitan Transportation Authority, Austin, TX

Performance Audit | GA Department of Human Services

Comprehensive Performance Audit | Metropolitan Government of Nashville and Davidson Co., TN

Funding Formula and Performance Funding | Pennsylvania State System of Higher Education

Nursing Position Performance Standards | FL Department of Health

Position Descriptions and Performance Standards | FL Department of Health

Academic and Financial Performance Evaluation | Minnesota Department of Children, Families and Learning

Performance Audit | FL Department of Health and Rehabilitative Services

Classification Description and Performance Evaluation | Citizen's Property Insurance Corporation, FL

Performance Review of State Agencies | State of New Mexico

Performance Audit for Project Zero Tolerance | Louisiana Office of Youth Development

Performance Review of Department of Education | New Mexico Department of Education

Classification and Performance Evaluation Review | FL State Board of Administration

Management and Performance Review of TX A&M University | TX Legislative Budget Board

Develop Performance Goals for the State of CA Lease-Purchase Program | CA Department of General Services

Contract Cost and Performance/Policy Management Auditing Services | Miami-Dade Expressway Authority, FL

Performance-Based Management | CA Department of Alcoholic Beverage Control

Performance Study of School Administrative Operations and Expenditures | Pennsylvania Legislative Budget and Finance Committee

## 2. PROPOSED SOLUTIONS



Strategic Planning and Performance Measures | CA Department of Motor Vehicles

Performance Audit of WA's Educational Service Districts | WA State Auditor's Office

Performance Review | NC General Assembly

Performance Audit | WA State Auditor's Office

Performance Audit of Department of Corrections | Legislative Service Bureau (LSB) of the OK Legislature

Establish a Performance-Based Program | CA Department of Transportation

Performance Audit Maui Economic Concerns | Co. of Maui, HI

Performance of an Expert Professional Disparity Study | The Port Authority of New York and New Jersey

Performance Audit of SCDOT | State of SC Legislative Audit Council

Performance/Efficiency Audit | NC State Health Plan for Teachers and State Employees

Data Analysis and Performance Audit of CA Employment Development Departments

Unemployment Insurance Program | CA State Auditor - Sacramento, CA

Partnerships for the Division of Strategic Business Development | FL Department of Economic Opportunity

Developing Performance Measures for Division of Strategic Business Development | FL Department of Economic Opportunity

Developing Performance Measures for the Division of Strategic Business Development, Office of Film and Entertainment | FL Department of Economic Opportunity

## 2. PROPOSED SOLUTIONS

### THE MGT CONSULTING ADVANTAGE



MGT offers an **impartial perspective** of the outcomes and findings. As an independent entity, our only vested interest is that of our clients. We apply our extensive experience to generating objective, practical solutions to advance our clients' strategic priorities.



MGT understands that lasting and meaningful changes require **innovative and bold thinking**. We do not shy away from questioning everything from organizational structures and work processes to the very statutes and ordinances that create and guide the work of an agency or institution. MGT is committed to offering useful recommendations that achieve real results and is ever mindful of the practical and political realities a state agency may face.



**Our staff operates as a core team across all projects** and our analysts are fully versed in and proficient with our methodologies. This offers clients a unique level of efficiency. A significant portion of MGT's work is repeat business, reflecting a high level of customer satisfaction and our team's ability to do the job and do it right.



MGT provides solutions which are specifically tailored to meet the needs of our clients. MGT has an impressive history of providing **customized solutions**, objective research, creative recommendations, and quality products that respond to each client's unique needs and time requirements.

2. PROPOSED SOLUTIONS  
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**WORK PLAN**

The general work plan components and related performance indicators delineated below are meant as a starting point for determining where key study and assessment efforts are needed/desired. MGT has created and utilized these guidelines successfully over a variety of client engagements. We propose to review the material provided below with each agency’s assigned Project Officer and tailor our approach to best achieve desired outcomes.

While MGT is proposing on a wide range of services for any number of state agency clients, our approach to each project will have fundamental similarities in the tasks and activities of each work plan. The tasks and the order in which they are performed will be customized for each client to meet their unique needs, mission, goals, and schedule for each engagement.

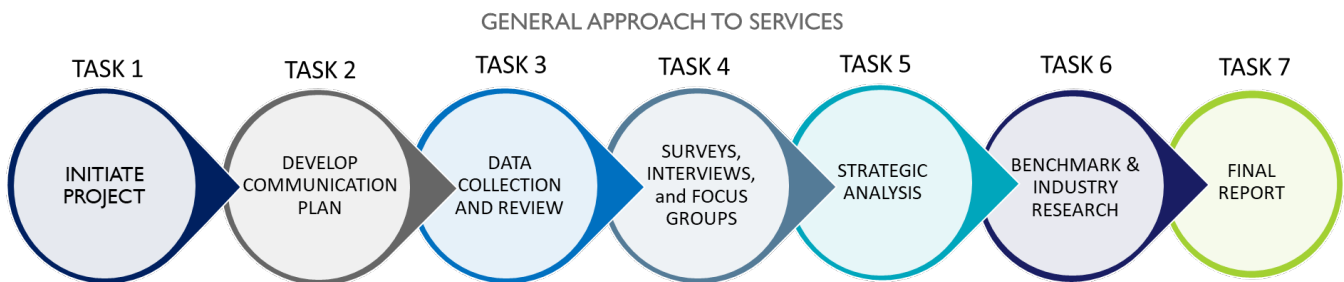
We place great importance on our work plan because it is the “living” document through which:

- ◆ We will reach mutual agreement with the agency and their assigned Project Officer as to exactly what will be done, how and when it will be done, and what will be produced.
- ◆ We will make project assignments to our project team members.
- ◆ We work with each client’s assigned Project Officer to monitor project progress to ensure the timely completion of all project activities.

Every agency project contracted with MGT will have a work plan with Tasks and Activities defined and detailed as shown below. What follows is a work plan that would be provided to the client in MGT’s response to a prospective client through this state term contract. This sample work plan would be provided for a management review. It includes the following services from the RFP.

- ◆ Internal Controls Audits
- ◆ Economy and Efficiency Audits
- ◆ Program Results and Program Fraud Audits

A general work plan that addresses each of these three services includes the following Tasks.



Each project proposed on will have all tasks and activities outlined in detail. Below we provide three sample tasks that will appear in our typical proposed work plan.

## 2. PROPOSED SOLUTIONS

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### SAMPLE DETAIL OF TASK AND ACTIVITES

#### TASK 1.0: PROJECT INITIATION

##### ACTIVITIES AND OBJECTIVES

- I.1 Conduct an initial project kick-off conference call or meeting to obtain input from the agency's Project Officer on project scope, work plan, deliverables, and time schedule for research and onsite visits.
- I.2 Establish a mutually agreed upon format, details, and sections for the final report/deliverables.
- I.3 Engage office leadership to schedule onsite meetings and coordinate MGT consultant schedule.
- I.4 Determine appropriate cadence and schedule for project status updates.

##### DELIVERABLES

- ◆ Virtual project kick-off conference call.
- ◆ Revised work plan and timelines.
- ◆ Tentative outline of the final report.
- ◆ Schedule for virtual status updates.

#### TASK 2.0: COMMUNICATION PLAN

##### ACTIVITIES AND OBJECTIVES

- 2.1 Work with the Project Officer to schedule a virtual orientation presentation, if desired, with staff and administration to provide an outline of the project, tasks, and timelines, and to explain how employees will be involved in project activities.
- 2.2 Identify any critical issues expected to be raised during the orientation session(s), or through interviews/focus groups with key department staff and share with the Project Officer.
- 2.3 Resolve and/or prepare a strategy for addressing critical issues.
- 2.4 Agree upon, and document, future communications including periodic update meetings and additional meetings to present the final report to designated administrators.
- 2.5 Agree upon, and document, future communications with key stakeholders and the Project Officer for providing status updates on the progress of work plan tasks.

##### DELIVERABLES

- ◆ Onsite or remote orientation session(s) if desired.
- ◆ Solicitation and discussion of key stakeholder feedback.
- ◆ Communications plan set for status updates.

2. PROPOSED SOLUTIONS



**PROJECT MANAGEMENT**

As stated previously, MGT places a large emphasis on the work plan. Our goal is to provide detailed, practical, and implementable recommendations that benefit each client. The graphic below lists each critical component of MGT’s project management methodology.

Our development and adherence to this methodology is at the core for our large number of repeat clients. We believe that this is the greatest testament to our commitment to client satisfaction and superior deliverables.



**KEY PERSONNEL**

Name	Role	Years of Experience	Areas of Expertise
Brad Burgess	Principal Consultant	29	Trusted advisor to public executives Public leadership / policy alignment Expert witness Audit preparation and defense, Cost-of-service analysis Public and private entrepreneurship Organizational transformation and Strategic analysis
Shannon Blakey	Programmer/Admin	12	Quality control of documents and processes Editing and proofing of proposals and reports
Ricardo Cepin, CPA, CFA	Consultant	7	Performance Audits and Management Reviews Data Analytics, Experience in FLAIR Accounting Software and AutoAudi, Fluent in Spanish
Bruce Cowans	Principal Consultant	30+	Cost of Service Studies and Financial Management Process Reviews, Benchmarking & Productivity Standards, Staffing Reviews Expert Witness
Leon Corbet, PMP, FCCM	Senior Consultant	12	Project Management



## 2. PROPOSED SOLUTIONS



Name	Role	Years of Experience	Areas of Expertise
			Public-Private Partnerships (P3s) and Innovative Financing and Funding Strategy Market Demand Analysis Organizational Efficiency and Effectiveness Project Finance and Financial Policy Planning User Fees, Tolling and Value Capture Strategies Resource Allocation and Needs Assessment
Patrick Dyer	Senior Consultant	24	State and Federal Reimbursements, Regulated Cannabis Costs, Fees, and Industry Economics Cost Allocation Plans, Indirect Cost Rate Proposals Cost of Service / User Fee Studies, Transit Agency Cost Allocation and Indirect Costs Mental Health Funding Sources (AB 3632) Federal Negotiations and Audit Defense Elections Program Operations and Cost Accounting Expert Witness on Cost/Fee Lawsuits FEMA Claiming/Reimbursements
Will Fiorito	Junior Consultant	5	Research and Analysis Project Management Survey Design and Implementation Collecting, Compiling, and Analyzing Massive and Complex Information and Data for Projects
Robert Holloway	Principal Consultant	20+	Project Management Economic Impact Analysis, Market Research and Analysis Expenditure Equity and Funding Allocation Studies Human Capital Assessments, Staffing, Workload, and Productivity Analysis, Space Utilization Analysis
Brandon Ledford, PMP	Principal Consultant	12	Human Capital Business Transformation Data Analytics and Public Policy Strategic Communications
Chao Lu	Junior Consultant	7	Analytical and Critical Thinking Project Management, Problem Identification and Solution Implementation Accounting, Operations, and Logistics System Development Life Cycle Agile environment, Data Model and Report Design
Tony Martinez	Principal Consultant	16	Information Security Risk Assessments, Cyber Security Compliance Services, and Enterprise Architecture Reviews, and Penetration Testing Social Engineering, Strategic IT Support, Gap Assessments, Project Management

## 2. PROPOSED SOLUTIONS



Name	Role	Years of Experience	Areas of Expertise
Meredith Miller	Consultant	12	Cost of Service or User Fee Studies and Cost Consulting Cost Allocation Financial Analysis and Review of Municipal Budgets
Parul Patel	Consultant	12	Cost Consulting, Cost Allocation, Financial Analysis and Review of Municipal Budgets
Justin Peterson	Junior Consultant	3	Data Analysis, Indirect Cost Rates Collection, Organization, and Formatting of Data Comparisons & Benchmarking
Bret Schlyer	Senior Consultant	25	Cost Allocation Plans in accordance with generally accepted accounting principles CAPs in accordance with federal principles (2 CFR Part 200), Statewide Cost Allocation Plans, Indirect Cost Rate Proposals, Indirect cost policies, procedures, and models for sub-grantees. Activity based cost of services and user fee studies Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources
Fred Seamon, PhD	Principal Consultant	30+	Qualitative research methods, Conducting research studies related to diversity, equity, and disparities in education, business, and human services Program evaluation Training design, development, and delivery Strategic planning, Analyzing the structure, operations, and processes of public sector organizations and nonprofit agencies
Reggie Smith	Principal Consultant	30+	Project management and Management and direction of disparity and disparity-related research and studies for public sector agencies Management and direction of reengineering, operational assessments, organizational and performance reviews, and administrative technology projects for state government agencies
Brett Swendig	Junior Consultant	7	Cost of Service or User Fee Studies, Cost Consulting Cost Allocation, Financial Analysis Review of Municipal Budgets, Parks & Rec Operations & Programs
Jerry Wolf	Principal Consultant	30+	Enterprise and Internal Service Funds Central Administrative Services Funding, Rates and Charges for Public Works, Law Enforcement, Building Planning and Zoning Dispute Resolution, Financial Analysis, Mergers and Consolidations, Intergovernmental Agreements

## **Contract Attachment D**

### **Authorized Services List**

#### **Category 2: Financial and Performance Audits**

MGT of America Consulting LLC has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Internal Controls Audits
- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

## Contract Attachment E



# Contractor Information Form

*Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.*

**\*\*\* PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY \*\*\***

Contract Name:	Financial and Performance Audits		
Contract Number:	84111600-20-1		
Contractor Name:	MGT of America Consulting, LLC		
FEIN:	81-0890071	<b>*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***</b>	
Website:	www.mgtconsulting.com		

## Customer Contact

*Contact for sales information, ordering, and billing questions.*

Name:	Robert Holloway		
Email:	proposals@mgtconsulting.com		
Phone:	888-302-0899	ext.	
Address:	4320 West Kennedy Blvd.		
City:	Tampa		
State:	FL		
ZIP:	33609	+4:	

## Contract Administrator

*Contact for escalated customer needs.*

Name:	Claudia Hosang		
Email:	contracts@mgtconsulting.com		
Phone:	888-302-0899	ext.	
Address:	4320 West Kennedy Blvd.		
City:	Tampa		
State:	FL		
ZIP:	33609	+4:	

*If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.*

Headquartered in Florida since 1974 with offices in Tallahassee and Tampa, MGT is a national firm that has worked in all 50 states. Our performance audit teams offer expertise in Economy and Efficiency, Internal Controls, and Program Results and Fraud. We help the public sector find solutions in finance, human capital, organizational transformation, cyber and network security, diversity and inclusion, and education improvement. Our subject matter experts have recent and relevant experience in Florida, including statewide performance audits with touchpoints in all 67 counties.

## Contract Attachment F 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.

**Respondent Name: MGT of America Consulting LLC**

**Respondent Federal Employer Identification Number (FEIN #):** 81-0890071

**Authorized Signature:** 

**Print Name:** Fred Seamon, PhD

**Title:** Executive Vice President

**Date:** June 2, 2020

### Contract Attachment G Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

There will be subcontractors for this solicitation YES \_\_\_\_ NO \_\_\_\_ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise      Yes \_\_\_\_\_      No \_\_\_\_\_

W-9 verification:      Yes \_\_\_\_\_      No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

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