



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **ALVAREZ & MARSAL HOLDINGS, 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) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’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

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

State Term Contract No. 80101500-20-1
For
Management Consulting Services

provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. 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 Management Consulting Services 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 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 Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS 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
- 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

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

- 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 MCS 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 MCS 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
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

- 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 Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

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

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS 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 Management Consulting Services 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.
- 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 Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services 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 Management Consulting Services 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 Management Consulting Services 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 MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services 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 Management Consulting Services 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 Management Consulting Services State Term Contract are not independent 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.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.1)2.	Each quarter	\$250

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

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;
- 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

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

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 Vendor 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" 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 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.

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

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
- 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

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

Telephone: (850) 488-8367

Email: 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.

ALVAREZ & MARSAL HOLDINGS, LLC

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

DocuSigned by:
Michael Carrasco

D:\80C34C24C241E...
Michael Carrasco
Managing Director

DocuSigned by:
Tami Fillyaw

801450421110443...
Tami Fillyaw
Chief of Staff

2/22/2021 | 9:54 AM EST

Date:

2/22/2021 | 10:13 AM EST

Date:

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

Respondent Name	Alvarez and Marsal Public Sector Services, LLC
------------------------	---

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.

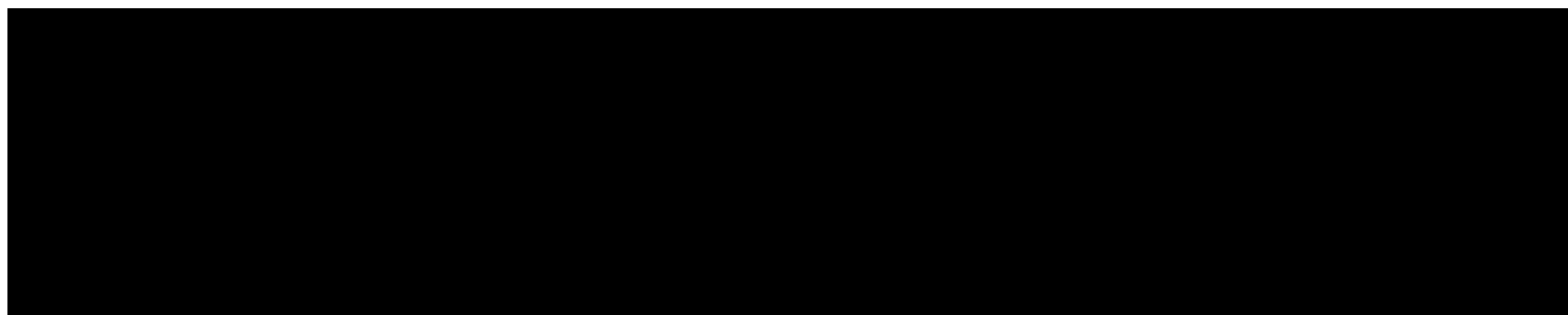
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

Provide pricing in dollar amounts; amounts 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 1: Management Consulting Services

JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$522.00	\$538.00
Senior Consultant	\$470.00	\$484.00
Consultant	\$437.00	\$450.00
Junior Consultant	\$377.00	\$403.00
Program and Administrative Support	\$0.00	\$0.00



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

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.

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 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



Florida Department of Management Services Request for Proposals (RFP)

RFP No: 06-80101500-J

Attachment E – Service Category 1: Management Consulting Services

Prepared for

Joel Atkinson
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, FL 32399
(850) 487-0758

Submitted by

Alvarez & Marsal Public Sector
Services, LLC
600 Brickell Avenue
Suite 2950
Miami, FL 33131

Michael Carrasco
Managing Director
(832) 504-0909
mcarrasco@alvarezandmarsal.com



Joel Atkinson
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, FL 32399
(850) 487-0758

Dear Mr. Atkinson,

Alvarez & Marsal Public Sector Services, LLC (A&M) is pleased to submit to the State of Florida our response to the request for qualified vendors for *Management Consulting Services, State Term Contract (STC) Number 80101500-20-1*.

Alvarez & Marsal is laser-focused on helping government organizations improve their operational excellence. We seek to help agencies **minimize inefficiency and maximize service delivery to constituents, making each tax dollar go further**. Based on our experience working with other state and local governments, we are fully qualified to exceed your expectations in:

- 1. Provision of expert advice, assistance, guidance, or counseling in support of a state customer's mission-oriented business functions; and**
- 2. Studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts.**

Since our founding 37 years ago, we have built an indisputable marketplace reputation for providing our clients with differentiated support with three characteristics: (1) deep and nuanced understanding of the challenges derived from combining industry operators with world-class consultants and unleashing them in the client environment, (2) a strong bias toward action, and (3) accelerated delivery of results. This defines our brand and DNA and is what we commit to bring to this STC category.

While the three characteristics described above are forged in the restructuring and turnaround corporate environments, they define how all of our business units approach a client engagement. Whether a particular state project calls for a few weeks-long engagement or a lengthy multi-year project, Alvarez & Marsal's hands-on operational experience with mission-critical enterprise projects makes us the go-to consulting firm for performance improvement. Clients in many industries and jurisdictions have benefited from our steady hand and relied on our ability to **solve complex systemic issues, identify future challenges, and create conditions for enduring success**. Alvarez & Marsal has 25 U.S. offices, including offices in downtown Miami and Tampa. We will combine our national and, where appropriate, international expertise with our local State of Florida understanding of pressing government needs.

As a complement to our performance improvement credentials in the commercial sector, in 2003 Alvarez & Marsal launched a group specifically devoted to serving the unique needs of the public sector. For 17 years, **A&M has provided strategic financial management and performance improvement services to federal, state, and local governments**. We rely on subject matter experts and senior leaders, many of whom have held executive-level or advisory positions in the public and/or private sectors (whom we call "operators"). A&M's proven expertise enables us to **thoughtfully address governmental challenges in alignment with agency missions**. We bring the analytical capacity, technical competence, and political savvy



necessary to deliver effective financial and operational solutions across complex organizations, while engaging a broad and diverse community of stakeholders.

We also provide the governance and coordination necessary for the **successful delivery of large-scale, multi-workstream projects** that incorporate both deliverable-based reporting as well as initiative implementation, through our program management office (PMO) expertise. With A&M, Florida would have a partner that could produce **recommendations that beget sustainable implementation**. Given our operational heritage, we are particularly well-positioned to support the implementation of our recommendations and are confident in our ability to establish sustainable long-term process changes. We stand by all of our work and often testify before legislatures, city councils and other regulators.

In addition to our track record of providing value to clients in similar situations to the State of Florida, A&M's **distinct blend of experience, leadership, and ability to produce change** for our clients separates us from traditional consulting firms. The skills and experience of our professionals and our results-driven approach make A&M the ideal partner for the State of Florida.

Thank you for your consideration of our credentials.

Michael Carrasco
Managing Director, Public Sector Services



1. EXPERIENCE

About A&M

Tony Alvarez II and Bryan Marsal founded Alvarez & Marsal (A&M) in 1983 when they seized the opportunity to provide radically different advice and hands-on support geared toward organizations facing mission-critical operational and financial hurdles—situations demanding leadership, action, clarity, objectivity and results. Combining their skills and experience in public accounting and financial turnaround environments, A&M’s founders helped pave the way for what would soon become a specialty area in professional services: turnaround management, corporate restructuring, and operational performance improvement for companies and governments for the benefit of their stakeholders and constituencies. Today, A&M has more than 4,500 employees worldwide supporting clients across many industries.

Our Public Sector Practice launched in 2003 to address a crisis in the St. Louis Public Schools. We then extended that Public Sector-dedicated team to focus on the unique needs of government organizations nationally but serviced with the same urgency as with our restructuring clients. Our practice delivers five key services through a pragmatic and forward-looking approach. We help our clients:

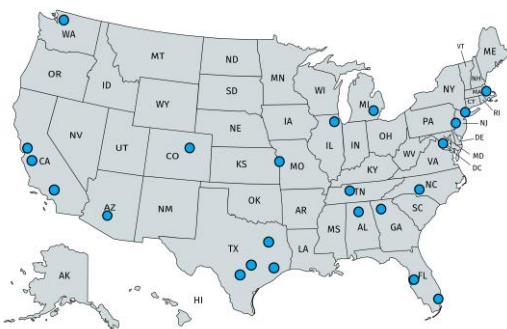
1. **Manage crises**
2. **Drive financial innovation**
3. **Strengthen customer-facing service delivery**
4. **Improve internal operations**
5. **Execute fiduciary services**

Our proven success across many aspects of state and local governmental management, including business transformation, performance improvement, and crisis management, directly aligns with the objectives of the State of Florida for this STC.

Locations

As detailed in the map below, **A&M has Florida offices in Miami and Tampa.** We also have offices across 22 other states and the District of Columbia.

Figure 1: Alvarez & Marsal's United States Presence at-a-Glance



UNITED STATES

- | | | |
|------------|--------------|------------------|
| Austin | El Segundo | Phoenix |
| Atlanta | Greenwich | San Antonio |
| Birmingham | Houston | San Jose |
| Boston | Kansas City | San Francisco |
| Charlotte | Los Angeles | Seattle |
| Chicago | Miami | Tampa |
| Dallas | Nashville | Washington, D.C. |
| Denver | New York | |
| Detroit | Philadelphia | |



Capabilities

A&M combines operating and management expertise with top-tier consulting and specialized industry experience to meet the changing needs of companies and governments. A&M’s service offerings include a full range of professional, audit, assurance, taxation, management consulting, advisory, actuarial, corporate finance, and legal services.

A&M has been a Bronze Partner in good standing of the National Governor’s Association (NGA) Partner Program since its inception. The NGA Partner Program provides unique opportunities for companies to demonstrate their commitment to governors and to support innovative leaders in solving the challenges facing state government today.

“The A&M team demonstrated outstanding skills and knowledge in providing technical assistance and consulting services. Their deliverables were always clear and easy to understand and documentation was presented in a professional format and was ready for presentation to the Commissioner and Legislature.”

- Jan Cassidy, Former Assistant Commissioner of Administration, State of Louisiana

Figure 2: Selected Capabilities and Industry Expertise

Public Sector Services	Corporate Performance Improvement	Disputes & Investigations
<ul style="list-style-type: none"> ▪ Crisis Management ▪ Finance Transformation ▪ Service Delivery Optimization ▪ Operational Improvement ▪ Fiduciary Services 	<ul style="list-style-type: none"> ▪ Corporate Transformation ▪ Corporate M&A Services ▪ Customer Experience ▪ Supply Chain Services ▪ CFO Services ▪ Technology Services ▪ Human Capital and Organizational Change ▪ Interim Leadership 	<ul style="list-style-type: none"> ▪ Disputes ▪ Investigations ▪ Compliance and Anticorruption ▪ Fiduciary Services ▪ Forensic Technology ▪ Applied Data Analytics ▪ Cyber Risk Services ▪ Financial Crimes and Investigations
<p>Relevant Industry Expertise: General Government, Health and Human Services, K-12 Education</p>		

A&M’s Advantage

A&M’s hands-on operations experience has paved the way for us to become the “go-to” consulting firm for turnaround, operations, and performance improvement services, especially in situations that require actionable recommendations and implementation. Over the years, clients across many industries and geographies have benefited from our steady hand and relied on our ability to solve complex issues and proactively identify their future challenges.



We have led Public Sector organizations through transformational changes and provided leadership during times of crisis. **We deploy the insight and leadership of operators (i.e. experienced agency leaders) who have been in the shoes of the agency leaders that will request support.** A&M supports client leaders through transformational engagement with experienced resources at every stage: our Managing Directors and Senior Directors are experienced public sector executives, having served as agency heads, CFOs, and Senior Executives in organizations navigating change. Our approach to supporting clients combines highly analytical subject matter experts who can synthesize data into insights, with leaders who understand agencies well enough to develop strategy and support agency heads to implement change. For example, our **Executive Sponsor, Managing Director Michael Carrasco, is a Practice Leader and a former Director for Global Criminal Justice Operations at the U.S. Department of State** and has served in 17 countries around the world. He is also a **decorated military veteran and a former federal prosecutor.**

A&M's proven experience enables us to address government challenges in alignment with agency missions in a practical way. Because of this expertise, we are exceedingly well-positioned to support the State with analytical and technical capabilities along with the government savvy necessary to successfully execute future task orders.

Governments struggle with execution for a myriad of reasons. For A&M, execution is a foundational strength. In Oregon, Governor Brown hired A&M to manage a child welfare crisis. In 9 months, we: reduced by 64% the number of children placed out of state, revamped the hiring process, generating 7,000 applications, and conditionally hiring 345 staff to support the system. Governor Brown said: "[A&M's execution] was exceptional. Never seen anything like it."

A&M's differentiated value proposition:

1. **Experience across states' governmentwide operations:** We have successfully completed comparable engagements in **Wyoming** for organizational review, in **Alaska** for performance improvement and service delivery model design, and in **Louisiana** for organizational line-of-service and shared services improvement recommendations. A&M has also conducted agency-level organizational and Single Point of Contact (SPOC) reviews in **Kansas** and **Rhode Island**.
2. **Leadership and Actionable Recommendations:** Unlike many of our competitors, A&M teams include senior staff who have held leadership roles in government and are actively engaged in client delivery. The use of experienced leadership helps our team be more effective in uncovering improvement opportunities, creates an intense bias towards action, and injects speed in results. **Our recommendations are tested and validated.**
3. **Specialization in Handling Complex Situations:** Built upon decades of resolving some of the most urgent public sector challenges, A&M has developed the critical expertise needed to achieve **rapid results**. We recognize that a well-rounded understanding and a multi-faceted approach to complex scenarios is essential to ensuring client and stakeholder satisfaction. We define success by putting forward solutions for which we take responsibility—we do not deliver reports that sit on shelves. We know that the key to achieving success is a roadmap of prioritized solutions to achieve the desired future state.
4. **We Stand Behind Our Work, Including Testimonial Support:** Our professionals possess the technical knowledge and government expertise to guide reform through the legislative



approval process. We **stand ready to testify before legislatures**, auditors, courts, city councils, and other oversight boards. A&M has worked in the state efficiency sector throughout its history. Our rich **experience as both consultants and operators** provides A&M with an intimate understanding of the unique challenges facing government agencies when policies or statutes need to be amended to support implementation activities.

A&M's ability to provide top-notch expertise and deliver practical and sustainable results within state organizations is evidenced by our successful current and past contracts. Our reputation for tackling wide-ranging issues, with a focus on maximizing enterprise value and aligning mission goals has facilitated consistent growth in our public sector practice over the past 17+ years. **The skills and experience of our professionals and our unique, results-driven approach make A&M the best partner for the State.** Section 2 of this document outlines A&M's methodology and deliverables to address the scope of services requested by the State.

A&M has completed comprehensive efficiency assessments for the State Governments of Kansas, Louisiana, Wyoming, and Rhode Island identifying savings of over \$4 billion and executing reforms in 30+ agencies to improve efficiency and effectiveness.

RELEVANT EXPERIENCE

Below is a compilation of current and previous A&M engagements, which demonstrate our ability to provide clients with high-impact, transformative support within the specified Management Consulting Services areas. Our operator mentality makes us the go-to firm for agencies that need a thorough analysis and realistic implementation plan. The State of Florida can be confident in A&M's capability: our team offers the well-rounded experience necessary to provide comprehensive Management Consulting Services to the State's public agencies.

The following table provides an overview of past projects that demonstrate A&M's ability to perform assessments in the specified Management Consulting Services.



Table 1: Relevant Experience

	Project	Management Consulting Strategy	Project Management	Program Research, Planning and Evaluations	Provision of Studies, Analyses, Scenarios and Reports	Executive Management/Coaching Services	Customized training as needed to achieve a management consulting objective	Assistance with policy and regulation development	Assistance with process and productivity improvement	Systems Alignment and Consolidation	Comprehensive Grants Management Services related to State and Federal Emergency Assistance grant programs
Health and Human Services	Maryland Developmental Disabilities Administration Programmatic and Operational Transformation	★	★	★	★	★	★	★	★	★	
	Oregon Child Welfare Services Crisis Management	★	★	★	★	★	★	★	★	★	
	Rhode Island Child Welfare Operational Efficiency Improvement		★	★	★	★		★	★		
	North Carolina Statewide Medicaid Transformation	★	★	★	★	★	★	★	★		★
	South Carolina Statewide Medicaid Transformation	★	★	★	★	★	★	★	★		★
	Pennsylvania Office of Long Term Living Programmatic Transformation and Fiscal Budgeting	★	★	★	★	★	★	★	★		
	Pennsylvania Office of Developmental Programs Programmatic Transformation and Fiscal Budgeting	★	★	★	★	★	★	★	★		★
	Rhode Island Developmental Disabilities Operational Efficiency Improvement	★	★	★	★			★			
Education	South Carolina Department of Education Operational Efficiency Study		★	★	★				★	★	
	Newark Public Schools Fiscal Transparency and Executive Support	★	★	★	★	★			★		
	Alliance College Ready Public Schools	★	★	★	★	★	★	★	★	★	
	Archdiocese of Rockville Center Crisis Management	★	★	★	★	★	★	★			
	Guam Department of Education Third Party Fiduciary Administration		★						★		★
	New Orleans Public Schools Disaster Recovery and Project Management	★	★	★		★					★
	Detroit Public Schools	★	★	★	★	★	★	★	★		
General Administrative Services	Village of North Bay, Florida Operational Efficiency Study	★	★	★	★				★		
	State of Alaska Shared Services Operational Efficiency Improvement	★	★	★	★	★	★		★		
	City of Seattle Information Technology Department Fiscal Budgeting and IT Implementation	★	★	★	★	★	★	★	★	★	
	State of Oklahoma Statewide Efficiency Review		★	★	★				★		
	State of Wyoming Statewide Efficiency Review		★	★	★				★		
	State of Louisiana Disaster Recovery and Project Management	★	★								★
	State of South Carolina Department of Employment & Workforce	★	★	★	★	★	★	★	★		
	Town of Ramapo, NY Internal Controls Assessment	★		★	★	★	★	★	★		
	Kansas City Board of Public Utilities	★		★	★	★	★	★	★		
	City of Seattle Municipal Courts Financial Process Improvement / Digital Transformation	★	★	★	★	★		★	★	★	
	Puerto Rico Highway Transportation Authority Financial Restructuring	★	★	★	★			★	★		
	Massachusetts Bay Transit Authority Cash Logistics and Management	★	★	★	★			★	★		



State of Maryland Developmental Disabilities Administration, Programmatic Transformation and Technology System Development PMO

A&M's work with the Maryland Developmental Disabilities Administration (DDA) highlights our ability to support Health and Human Services clients by evaluating and transforming financial and programmatic systems.

Background

Initially, A&M was contracted to analyze DDA's current financial processes, design future processes, and develop recommendations for replacing DDA's financial system. Through this effort, A&M identified weaknesses that led to ineffective service delivery, oversight, and management. This was further evidenced by an HHS audit, an unsatisfactory Office of Legislative Audits audit, and challenges in developing and submitting financial projections. A&M was engaged to provide interim leadership support to stabilize operations. This leadership set the standard for the longer-term transformation of the agency's service delivery system which is now well underway.

Key Tasks

A&M's support of the DDA has focused both on stabilization and the long-term transformation of the DDA's service delivery system, requiring frequent engagement with stakeholders and broad understanding of the service delivery system. Where quick wins were possible, A&M worked with the department to implement policy changes and process improvements, yielding significant benefits and savings for the department. A&M has also served as the project management office for the programmatic and operational transformation for the last several years.

Recommendations and Outcomes

A&M's critical service to DDA supported the following outcomes:

- Facilitated stakeholder engagement to gather feedback to guide the transition to the Long-Term Services and Supports System (LTSS) system
- Worked with DDA, Maryland Department of Health, and an IT vendor to define requirements and develop DDA functionality in the LTSS system through three releases
- Completed a business process re-engineering effort including a department-wide assessment of As-Is processes and the development of To-Be processes
- Supported programmatic and policy changes around person-centered planning and adherence to the Home and Community-Based Services Final Rule
- Supported the Implementation of Targeted Case Management within the state
- Defined a budget development and projection methodology for the DDA
- Provided policy expertise to support multiple 1915(c) Home and Community Based Services Waiver renewals and development and implementation of new waivers
- Supported the development and passing of legislation to transition from a prospective payment to fee-for-service funding system



State of Wyoming – Statewide Efficiency Review

A&M's work with the State of Wyoming highlights our ability to support a rapid review of multiple state agencies for operational and financial improvements.

Background

The State of Wyoming faced declining revenue driven by decreases in mineral and severance tax. As a result, the FY 2017-2018 budget was balanced with approximately \$200 million in one-time reserve fund transfers. The State established a Spending and Government Efficiency Commission to address these financial concerns. A&M conducted an intensive Statewide Efficiency Review and developed an implementation plan to improve operations and drive long-term transformation.

Key Tasks

A&M conducted a rapid assessment to identify and prioritize new opportunities that would reduce costs, improve operational efficiency, and reduce overlapping or obsolete programs. The scope of this review focused on the following agencies: The Department of Administration and Information, the Department of Education, the Department of Health, the Department of Revenue, and the Department of Audit.

In the second phase of our engagement, our team developed a roadmap to implement changes and support the state in its effort to realize savings. This included identifying areas with the highest anticipated cost savings as well as potential roadblocks for implementation. The team targeted eight work streams including: PMO, technology integration, K-12 regional shared service centers, shared services for state agencies, organizational line of service, strategic sourcing, Medicaid for special education, and other support and state-led initiatives.

Recommendations and Outcomes

Our recommendations focused on improving organization and staffing, strategically pursuing federal funds, modernizing statewide operations, and implementing shared services. The final report included 45 efficiency and revenue enhancement recommendations, estimated to save \$206-\$252 million within two years.



State of Oregon, Department of Child Welfare – Crisis Management

A&M's work with the State of Oregon highlights our unique ability to support government agencies in need of crisis management through interim leadership and crisis remediation.

Background

In 2018, the Oregon Secretary of State released an audit of the child welfare system within the Department of Human Services (DHS), finding significant deficiencies. In a 2019 follow-up review, the Oregon Secretary of State found that DHS had not addressed a majority of the 2018 audit's recommendations. Concurrently, Disability Rights Oregon, an Oregon-based advocacy group, filed a class action lawsuit against the State and the Department of Human Services (DHS) alleging that the state had failed to provide necessary services through the foster care system. In response to these challenges, The Office of the Governor issued an executive order to create a Child Welfare Oversight Board (CWOB) and hire a crisis management team to overhaul the Child Welfare system.

Key Tasks

A&M served as the crisis management team to quickly assess key deficiencies of the agency and implement operational improvements. A&M worked with Child Welfare (CW), the DHS, the CWOB, and the Governor to provide specialized, targeted advisory resources and implementation support. A&M's work supported DHS's efforts related to: Care Capacity, Communications, Workforce / Oregon Child Abuse Hotline, and Data.

Recommendations and Outcomes

In accordance with Executive Order 19-03, A&M partnered with CW, DHS, and the CWOB to provide specialized, targeted advisory resources and implementation support. A&M has supported DHS and CW in driving to the following outcomes:

- Developed and implemented key process improvement, standardization, and systems upgrade initiatives for foster care family certification
- Reduced the number of children in out of state placements, refined protocols
- Revamped the recruiting process for caseworkers in a surge hiring event that dramatically increased the number of applicants in the pipeline, securing 7,000+ applications in less than three weeks; created and successfully implemented a position-specific plan to surge hire 300+ positions
- Developed new training to address identified gaps
- Helped establish the centralized public records team and reduced public record requests backlog of 500+ requests to functional zero in five weeks
- Designed dashboards to track key performance metrics
- Built tool(s) to reduce manual entry and amplify collection, aggregation, and validation of various disparate data sources and drove a more data centric approach to tracking, monitoring, and reporting throughout Child Welfare



State of Louisiana, Statewide Disaster Recovery

A&M's work with the State of Louisiana highlights our unique ability to support government agencies in need of management leadership in midst of crisis.

Background

A&M was engaged to recover insurance proceeds, recover FEMA reimbursements, provide inventory and damage assessments of property, advise on facilities reconstruction, and establish data collection in the aftermath of Hurricane Katrina.

Key Tasks

The A&M team was responsible for overall Project Management, Construction and Facilities Management, Construction and Facilities Field Management, Claims and Reimbursement Management, Claims and Reimbursement Field Management, and Quality Control Management. Reporting Relationship(s) included: State Project Director, State Superintendent of Education, and Governor's Office. Key responsibilities included:

- Researched and documented ownership and assessed and documented property damage of real estate and movable/chattel property
- Oversaw the commencement and completion of large-scale construction projects
- Developed and implemented a comprehensive and coordinated disaster recovery plan in the wake of Hurricane Katrina

Recommendations and Outcomes

- Performed the initial damage assessments, worked with architects to obtain pricing, and managed approximately \$300 million in construction contracts
- Performed detailed assessments of school facilities in Orleans Parish for damage caused by hurricanes Katrina and Rita
- Prepared RFPs for the construction and repairs for damage to facilities
- Met with the contractor to perform additional school walk-throughs and a final review the scope of work
- Provided oversight for all construction, environmental, electrical and mechanical, and janitorial services performed
- Confirmed work was performed as outlined in the scope of work and RFPs
- Performed scheduled and un-scheduled site visits to maintain a strong and consistent presence on each job site
- Worked closely with FEMA to provide a detailed accounting for all damage to schools caused by the Hurricanes
- Implemented a real estate project and portfolio management tool called Primavera
- Developed master plan for the repair, renovation, and rebuild of 150 schools
- Managed and provided oversight for the selection, preparation, and opening of eight temporary modular facilities



North Bay Village, FL, Organizational Transformation

A&M's work with North Bay Village highlights our ability to help turn around municipalities facing allegations of mismanagement and fraud.

Background

North Bay Village, Florida was facing disorganization among the staff and high turnover at the executive level, leading to citizens expressing significant concerns about possible substantial financial fraud. The Mayor sought out an advisor to complete an independent, detailed evaluation and assessment of the finance and human resources operational functions, as well as a general review of all other parts of Village operations. To assist in this process, the Mayor and the Village Commission brought in an Interim Village Manager and engaged A&M to restore stability.

Key Tasks

The A&M team worked closely with the Interim Village Manager and Village staff to determine operational issues, assess potential fraud, assess the city's performance, and evaluate the city's performance and costs compared to other neighboring communities. During this eight-week process, A&M:

- Completed a five-week detailed assessment of financial operations and assessed and reviewed current business processes, internal controls, and reporting within the finance department
- Conducted a three-week review of the human resources department, evaluated and reconstructed the current organizational structure based on benchmarks and best practices, and made recommendations for internal training and development requirements and potential improvements to attract and maintain quality and well-trained staff
- Completed a review of all other parts of Village operations, comparing service levels, performance, and costs to similar neighboring communities. The team developed a number of department-specific recommendations for reorganization and operational changes to improve services at lower costs.

Recommendations and Outcomes

A&M's efforts resulted in a clear action plan for the Village to implement in order to achieve organizational stability and significant cost savings. A&M provided 36 detailed recommendations that were well-received by the Mayor, Village Commission, Interim Village Manager, and Village staff. Most importantly, the citizens who expressed great concern at the project's beginning, expressed great satisfaction with the plan and its recommendations, stating it gave the Village a clear roadmap for change with accountability. A&M continues to support the Village through regular check-ins to ensure the Village's path to success.



Guam Department of Education, Third Party Fiduciary Administrator

A&M's work with the Guam Department of Education highlights our ability to audit and improve funds management systems.

Background

As a result of continuous deficiencies in administering its U.S. Department of Education (USDOE) grant programs, the Guam Department of Education was designated as a "high risk" grantee in September 2003. GDOE was subsequently required to develop a Comprehensive Corrective Action Plan (CCAP) in Federal Fiscal Year (FFY) 2007 but failed to make significant progress by 2009. The USDOE required that the GDOE procure the services of a third-party fiduciary agent (TPFA) to perform the financial management responsibilities for grants awarded to GDOE.

Key Tasks

As the TPFA, A&M is responsible for compliance with USDOE guidelines, including the following responsibilities:

- Managing all USDOE grant funds
- Creating process for managing and then monitoring fixed assets
- Processing payables and disbursements and maintaining related records
- Overseeing procurement of goods/services
- Assisting in implementing the CCAP
- Assisting in implementing a new Financial Management Information System

A&M has also successfully stood up an Enterprise Resource Planning system and has drawn down federal grant funding in a timely and appropriate manner.

Recommendations and Outcomes

A&M's accomplishments in our TPFA and consulting role include:

- During A&M's TPFA tenure, zero federal funds-related audit findings, a 66 percent reduction in audit findings, and streamlined procurement
- Successful implementation of TPFA Financial Management Information System
- Implementation of a systematic inventory process for all schools and divisions – 98+ percent fixed asset reconciliation rate
- Reduced payroll reimbursement discrepancy rate from 23 percent (at the beginning of A&M's engagement) to < 1 percent currently
- Brought GDOE current with indirect cost applications, established a replicable process for future submissions, and transitioned to GDOE personnel - indirect cost rates are notably higher than those prior to A&M's tenure
- Facilitated transition plan and developed related tool to track progress



Massachusetts Bay Transportation Authority (MBTA) Cash Logistics Assessment and Privatization Support

A&M's work with the MBTA highlights our ability to provide process assessment support for municipalities.

Background

MBTA suffered from budget shortfalls, a multi-billion dollar maintenance backlog, and declining service. Following prolonged shutdowns and service delays, MBTA was granted a temporary reprieve from state labor laws prohibiting the outsourcing of union-held public sector positions. MBTA's cash collection and processing operations were collecting and processing over \$120 million in cash and coin from MBTA stations and vehicles. MBTA's new leadership team sought opportunities to enhance and secure revenue sources, while reducing costs and risks associated with cash collection and processing operations.

Key Tasks

Upon initial assessment, A&M found that industry safety, security, and accountability standards were not in place, leaving MBTA employees and assets at risk. A&M:

- Assessed money room security
- Evaluated compliance with industry best practices and laws
- Identified opportunities to improve accountability and bring the cash collection operation into balance for the first time in years
- Analyzed systems, processes, and staffing to identify cost savings
- Explored cost-saving opportunities by partnering with cash logistics specialists

Throughout the course of the project, A&M also supported leadership with managing public and media relations to garner support for efforts to improve the operation and provided testimony and reports to oversight bodies.

Recommendations and Outcomes

A&M guided MBTA's immediate response to physical security and accountability issues in order to secure employees and assets throughout the highly public and contentious money room transition. A&M's assessment of existing operations provided justification for exploring third-party partnerships, and cost analysis identified the comprehensive costs to be more than double private sector vendors. A&M's vendor engagement and solicitation support resulted in two cost-effective responses from industry-leading firms.

The cash logistics contract (awarded as a result of A&M's work) achieved over \$5 million in annual savings and helped bring the agency to balance its cash receipts with deposits and represented the first successful step in engaging private sector partners to help balance MBTA's budget.



2. PROPOSED SOLUTION

General Approach

The State’s Statement of Work for MCS thoughtfully identifies areas where expert advice and assistance from independent, external consultants can provide both Strategic Guidance and Technical Expertise. A&M prides itself on supporting clients in high-impact, transformational projects where our leaders and consultants offer deep expertise. As a reflection of this focus, A&M proposes supporting Florida agencies with the following service groupings covering each of the Department of Management Services’ (DMS) identified tasks.

Figure 3: A&M's Solutions for MCS

Leadership and Strategy	Efficiency and Effectiveness	Technical Expertise and Advisory	Grants and Emergency Management
<ul style="list-style-type: none"> •Consulting on management strategy •Project management •Executive/management coaching services 	<ul style="list-style-type: none"> •Studies, analyses, scenarios, and reports •Assistance with process and productivity improvement •Systems alignment and consolidation 	<ul style="list-style-type: none"> •Customized training as needed to achieve a management consulting objective •Assistance with policy and regulation development •Expert witness services •Advisory and assistance services 	<ul style="list-style-type: none"> •Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs

The A&M Team is ready to respond to and deliver services in each of the scope areas highlighted in the SOW, and for the purposes of qualification, has consolidated the General Approach outlined here. For each of these “Solution Groupings,” A&M has outlined our approach and highlighted related outcomes. The grouping of tasks provides a framework for A&M’s approach and is not intended to be comprehensive of tasks which have yet to be issued or scope items included in “Other MCS-related services as agreed upon by the Contractor and Customer.”

Leadership and Strategy

A&M will support Florida agencies with tasks associated with Leadership and Strategy by developing and executing a project plan tailored to each MCS task order. To effectively lead public sector organizations through transformational changes and to ‘steady the ship’ during times of crisis requires skilled leadership, an action-oriented mindset, and a commitment to accelerate results and impact. Our leaders have operated in environments of change, uncertainty, crisis, and low institutional capacity. To drive transformational change, we will bring former government executives who can balance leading commercial practices with appropriate government action unique to the agency’s circumstances.



Table 2: Leadership and Strategy Approach

At the **United States Postal Service**, we developed a roadmap for organizational transformation targeting **savings of ~\$2 billion per year**. A&M served as PMO implementing the recommended improvements to workforce management, implementing a new, practical “earned hours” methodology to target and reduce \$349 million in labor hours nationwide.

MCS Task Area	Activities	Outcomes
Consulting on Management Strategy	<ul style="list-style-type: none"> Assess long-term agency goals Engage with stakeholders to develop and refine vision Provide industry-leading thought partners to support executives in envisioning strategic outcomes Understand the unique constraints of client working environments Combine highly-analytical subject matter experts with leaders who can drive change Translate vision into actionable project plans 	<ul style="list-style-type: none"> Develop tailored roadmaps to desired outcome Empower project executives as owners and support execution to realize business needs Engage stakeholders at all stages to realize alignment and support Develop and execute strategic priorities that reflect agency operating realities Support executives from inception to execution of strategic priorities
Project Management	<ul style="list-style-type: none"> Utilize PMBOK Tools to establish Project Management Office (PMO) Develop accountability framework to drive change Monitor Key Performance Indicators (KPIs) and milestones Utilize resources with deep functional experience and proven project management skills in governance, change, and risk 	<ul style="list-style-type: none"> Develop a culture that embraces accountability and aggressively pursues change Support agencies to implement transformational change Promote alignment across business and systems Achieve paced, measurable improvement Manage risk to ensure long-term alignment with business needs
Executive / Management Coaching	<ul style="list-style-type: none"> Support agency leaders with industry expertise Provide coaching and tools 	<ul style="list-style-type: none"> Strengthen leaders and improve the consistency and quality of results

Efficiency and Effectiveness

DMS' SOW places significant emphasis on improving the efficiency and effectiveness of State government. As a national leader in Statewide efficiency work, A&M has crafted and refined a comprehensive approach to improving government performance which can be tailored to assess and improve any State agency. This approach includes financial and operational analysis, assesses processes and productivity of agencies, and makes recommendations for the reform of operations and systems.



Table 3: Efficiency and Effectiveness Approach

A&M led an efficiency study for the **State of Kansas**, working side-by-side with nine cabinet agencies and offices. The final report contained 105 efficiency, cost savings, and new revenue opportunities exceeding **\$2 billion over five years**.

MCS Task Area	Activities	Outcomes
Studies, analyses, scenarios, and reports	<ul style="list-style-type: none"> • Submit data requests and analyze data received • Conduct interviews with key leadership • Review state and federal laws, DMS, and agency policy • Identify “question statement” for each analysis 	<ul style="list-style-type: none"> • Develop detailed cost benefit analysis for various scenarios • Deliver formal report on findings and support with testimony as required • Develop and vet recommendations with leaders
Assistance with process and productivity improvement	<ul style="list-style-type: none"> • Evaluate existing processes and resource allocation levels • Develop and define performance improvement opportunities • Formulate set of strategic options and conduct detailed impact analysis 	<ul style="list-style-type: none"> • Identify prioritized opportunities based on ROI and timeline • Assess required investments and alignment with leadership priorities • Develop process streamlining and improvement plans • Support agency leaders in implementing initiatives
Systems alignment and consolidation	<ul style="list-style-type: none"> • Evaluate effectiveness and efficiency of systems • Assess alignment of operations and mission of agency • Recommend reconciliation, consolidation, and improvement of systems 	<ul style="list-style-type: none"> • Lead targeted technology consolidation and improvement projects • Recommend people and process improvements to support effective system utilization

Technical Expertise and Advisory

As a leading international consulting firm with over 4,500 employees worldwide, we bring a depth of experience and extensive service offerings to meet Florida agency needs. A&M can deliver specialized staff with experience in front office and back office operations including Finance, Technology, Human Capital and Resources, Healthcare, Policy and Regulation, and Economics. Our experts have decades of experience preparing and delivering expert testimony in court, in public, and in front of legislative bodies. A&M’s depth of expertise offers DMS not only practical and innovative problem-solving but also the added value of transferring knowledge and building the capacity of State staff.



Table 4: Technical Expertise and Advisory Approach

A&M supported the **Maryland Department of Education and DC's Public Safety agencies** by assessing their regulations and policies, identifying policy gaps and agency compliance, and recommending targeted improvements to improve compliance and outcomes. In these and other high-profile engagements, we provide formal, written reports and testify as needed.

MCS Task Area	Activities	Outcomes
Customized training as needed to achieve an objective	<ul style="list-style-type: none"> Identify desired project or program outcomes Develop skills matrix and assess staff strengths and limitations Create training plans aligned to organizational capabilities 	<ul style="list-style-type: none"> Develop capability improvement roadmap for organizational capability Execute training plan for key organizations and functions mapped to identified outcomes and capabilities
Policy and Regulation Development	<ul style="list-style-type: none"> Assess the intended outcomes of law, regulation, and policy Evaluate technical language and identify gaps Assess agency interpretations and controls 	<ul style="list-style-type: none"> Propose enhancements to regulations, policies, and procedures which improve clarity Develop tools, processes, and controls to ensure compliance
Expert Witness Services	<ul style="list-style-type: none"> Provide a diverse group of seasoned experts Support agencies with preeminent financial, accounting, economic, regulatory, industry and technical experience 	<ul style="list-style-type: none"> Articulate complex findings in a clear, concise manner Objective, fact-based expertise which generates consensus on agency priorities
Advisory and Assistance Services	<ul style="list-style-type: none"> Provide a depth of experience in litigation consulting, business investigations, accounting crises, forensic technology, and expert testimony Support agency leaders with SME expertise and Executive vision 	<ul style="list-style-type: none"> Provide detailed, technical advice Anchor advice in the experience of former Public Sector operators Leverage lessons learned across dozens of past public sector clients in states of transformation

Grants and Emergency Management

Our team of former operators in government and industry combined with world-class consultants who are experienced at executing client work in crisis environments has defined us as the go-to firm for corporates in distress (e.g., **we managed the two largest bankruptcies in the world to-date: Lehman Brothers and Washington Mutual**) and healthy corporates (e.g., **we have served 68 of the Fortune 100**). We have the same reputation for instances when the U.S. government has trouble with management of key grants. A&M is the only firm to be selected three times as Third-Party Fiduciary Administrator for the U.S. Department of Education (USDOE), managing funds granted to U.S. Virgin Islands (USVI), Guam, and now Puerto Rico. Over the last 15 years, we have managed more than \$500 million of USED funds to USVI and Guam.



Additionally, A&M has built a reputation of being the go-to advisor for State and Territorial governments facing crises having worked through a series of hands-on disaster recovery projects in the wake of the greatest natural disasters in recent history. Specifically, A&M has provided disaster relief assistance in the aftermath of Hurricanes Katrina and Maria, including Grants Management. We will use those lessons learned to guide Florida agencies in preparing for and responding to crises.

Table 5: Grants and Emergency Management Approach

In the wake of **Hurricane Maria**, A&M supported the **Puerto Rico Highway Transportation Administration in pursuing and administering FEMA support** for debris clearing, emergency roadway repairs, and Transit system emergency repair funding. Also, in **March 2020**, the Puerto Rico Department of Education, in consultation with USDOE, **awarded A&M and multi-year contract to serve as TPFA over billions in USDOE grants.**

MCS Task Area	Activities	Outcomes
<p>Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.</p>	<ul style="list-style-type: none"> • Evaluate existing agency approach as grantee and grantor • Catalog agency activities eligible for reimbursement under the Stafford Act, CARES Act, and other relief acts • Assess state-wide approach to devolving funds to non-profits and local governments • Analyze accountability and transparency 	<ul style="list-style-type: none"> • Develop strategies to support maximization of Federal Revenue • Recommend agency-level improvements to grants management approaches • Maximize eligibility and compliance for Federal Grant program • Support agencies in overseeing and administering programs

Staffing

The State of Florida will benefit from A&M's team of highly qualified professionals. A&M has the ability to quickly deploy the most appropriate resources from across our 4,500+ person firm, aligned to the specific functional area(s) requested in task orders. When deploying resources to an engagement, we begin with an assessment of the requirements for each task. Then, we build a team that is comprised of senior leadership, subject matter experts, project managers, and project support. The following demonstrative resumes provide an example of the depth of experience and expertise of some of our senior leaders and subject matter experts.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Alvarez & Marsal Holdings, LLC has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Executive/management coaching services.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.

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:	Management Consulting Services
Contract Number:	80101500-20-1

Contractor Name:	Alvarez & Marsal Holdings, LLC
-------------------------	--------------------------------

FEIN:	56-2409465	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***
Website:	alvarezandmarsal.com	

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Shannon Gregory		
Email:	sgregory@alvarezandmarsal.com		
Phone:	301-704-5678	ext.	
Address:	655 15th St NW, Suite 600		
City:	Washington		
State:	DC		
ZIP:	20002	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Michael Carrasco		
Email:	mcarrasco@alvarezandmarsal.com		
Phone:	832-504-0909	ext.	
Address:	700 Louisiana St, #3300		
City:	Houston		
State:	TX		
ZIP:	77002	+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.

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: Alvarez and Marsal Holdings LLC

Respondent Federal Employer Identification Number (FEIN #): 56-2409465

Authorized Signature:  _____

Print Name: Michael Carrasco

Title: Managing Director

Date: June 1, 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.
