



**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 **HAGERTY CONSULTING SERVICES, INC.** (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.

**HAGERTY CONSULTING
SERVICES, INC.**

DocuSigned by:

Bradley R. Grining

**Bradley R. Grining
Chief Operating Officer**

2/19/2021 | 8:45 AM PST

Date:

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

DocuSigned by:

Tami Fillyaw

**Tami Fillyaw
Chief of Staff**

2/19/2021 | 1:07 PM EST

Date:

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

Respondent Name

Hagerty Consulting, Inc.

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	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant	\$250.00	\$275.00
Senior Consultant	\$200.00	\$220.00
Consultant	\$160.00	\$170.00
Junior Consultant	\$130.00	\$145.00
Program and Administrative Support	\$95.00	\$105.00



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.

State Term Contract No. 80101500-20-1

For Management Consulting Services

State of Florida Department of Management Services

Request for Proposals RFP No: 06-80101500-J
Due June 9, 2020 at 1:00PM EST

Prepared by
Hagerty Consulting
1618 Orrington Ave, Suite 201
Evanston, IL 60201
847-492-8454

Contact
Katie Freeman
Director of Operations
katie.freeman@hagertyconsulting.com
847-492-8454 x119



4.1.3 ATTACHMENT E - TECHNICAL PROPOSAL

Hagerty Consulting, Inc. (Hagerty) is pleased to submit our proposal to the Florida Department of Management Services (DMS) to provide services under **Service Category 1 – Management Consulting Services (MCS)**. The following provides an overview of Hagerty’s experience and solution to support the DMS and organizations across the State of Florida under Service Category 1 – MCS.

Experience

Hagerty is a nationally recognized management consulting firm that specializes in emergency management and homeland security issues. **Our mission is to help our clients prepare for, respond to, and recover from disaster and other emergencies.** In alignment with that mission, Hagerty and our professionals have provided services to clients across the nation – including in the State of Florida – associated with every task area under Service Category 1 – MCS. The following provides a summary of our past performance aligned with the needs of DMS and the specific services Hagerty has identified under **Appendix B: Authorized Services Chart**.

Hagerty’s Capabilities Aligned to Category 1 – MCS and Appendix B: Authorized Services Chart

Services Sought	Hagerty’s Exemplary Past Performance
Consulting on management strategy.	Hagerty executed a program review for the Atlanta Urban Area to develop a comprehensive strategy in alignment with their overall objectives under a regional homeland security program. This resulted in a recommendation report focused on their management strategy and grant allocations.
Project management.	Hagerty is currently implementing a regional project management approach to recovery program implementation in the Florida Panhandle to address the impacts of Hurricane Michael. This includes a dedicated project management team focused on cost recovery and long-term recovery program management.
Program research, planning, and evaluations.	Hagerty was engaged by the National Emergency Management Association (NEMA) to execute a comprehensive after-action report (AAR) following the 2017 hurricane season. This included a nationwide programmatic evaluation of implementation of the Emergency Management Assistance Compact (EMAC).
Customized training as needed to achieve a management consulting objective.	Hagerty’s professionals are currently supporting the Federal Emergency Management Agency (FEMA) to develop training designed to transfer knowledge, skills, and capabilities to personnel within the Field Operations Directorate (FOD).
Assistance with policy and regulation development.	As a major component of our work with New York City (NYC) in their recovery from Hurricane Sandy, Hagerty’s professionals developed comprehensive policies and procedures to support implementation of federal recovery programs under the <i>Sandy Recovery Improvement Act (SRIA)</i> .
Assistance with processes and productivity improvement.	In response to the 2004 hurricane season, which saw four major storms make landfall in the State of Florida, Hagerty supported FEMA to execute a business process improvement analysis of recovery operations across Joint Field Offices (JFOs), streamlining the provision of assistance to disaster survivors.
Comprehensive grants management services related to the Stafford Act and other related state and federal grant programs.	Hagerty is currently managing a portfolio of \$120 million in obligated recovery grants for the Florida Panhandle from the FEMA Public Assistance (PA) Program. Additionally, Hagerty is in the process of either developing grants or developed grants are pending federal and/or state review for an additional \$700 million across the PA Program and Section 404 Hazard Mitigation Grant Program (HMGP)

As management consultants, our professionals have spent the last 18 years leveraging our subject matter expertise and consulting capability to support jurisdictions across the nation address a scope of MCS issues. Our professionals have executed the full cycle of emergency management – from pre-disaster planning to improve emergency response functions to post-disaster staff augmentation to manage the millions and billions of federal dollars available for recovery. We offer the State of Florida a proven ability to analyze work processes and make actionable recommendations for improvement with a particular focus on the emergency management community. Since 2002, we have assisted clients in the implementation of such efforts, producing measurable results and cost savings.

Hagerty's founder and executives have backgrounds rooted in management consulting for the world's largest consulting firms. Our firm President and Founder, Stephen H. Hagerty, began his career at PricewaterhouseCoopers (PwC), where he worked to improve business processes for public sector clients. While at PwC, Mr. Hagerty began working with FEMA, supporting both administration and improvement of federal disaster recovery programs to assist state and local governments with infrastructure repairs and debris removal. Mr. Hagerty then established Hagerty Consulting, Inc., and shortly after was asked to support NYC to recover from the terrorist attacks of September 11th. **Over the course of the next two years, our professionals managed and programmatically closed out \$7.4 billion in federal recovery funding.** The expedited closeout process, implemented for the first time by Hagerty's professionals, was an innovative business process improvement that was upheld by the United States (US) Department of Homeland Security (DHS) Office of the Inspector General (OIG).

As Hagerty grew, so did our service offerings and capabilities. Our highly qualified professionals are now called upon by government agencies, businesses, and not-for-profit organizations to help increase efficiency, control costs, simplify procedures, and streamline processes. Examples of our work supporting process improvement for clients across the US include:

- » **Florida JFO Organizational Improvements.** In 2004, four hurricanes (Charley, Frances, Ivan, and Jeanne) severely impacted the State of Florida. Following these storms, FEMA asked Hagerty to provide technical leadership on a multi-disciplinary team to conduct an organizational review of the Florida JFOs where FEMA and state leadership co-operated to direct delivery of federal disaster recovery programs. Hagerty's review focused on organization, process, policy, and performance to identify areas for improvement in the delivery of assistance to communities and disaster survivors. To complete the review, Hagerty collected and analyzed data, both from written policy and interviews with key staff, to identify critical recommendations for operational improvement. Based on our recommendations to leadership, Hagerty was subsequently asked to support implementation of recommendations to improve performance monitoring and productivity of its business units in the field.
- » **Disaster Debris Cost Analysis.** Hagerty was asked by FEMA to analyze the causes of high costs associated with debris management following disasters. Debris removal and management is an eligible expense under federal recovery programs, and following major disasters like Hurricane Michael, costs to remove debris can aggregate into millions of dollars. In order to understand the drivers behind debris costs, Hagerty developed a methodology to review past debris studies, interview stakeholders, examine contracts, and observe real-time debris operations – in this case specific to Hurricane Ike. Our Team identified a number of reasons for high costs, including procurement issues, lack of transparency, and inconsistent analysis of debris prices and costs. To address these problems, Hagerty developed a number of cost control options for FEMA. Several recommendations were selected and implemented by FEMA with Hagerty's support, including the development of a Debris Cost Database to make the debris market more efficient and transparent;

development of a standard bid sheet for debris contracts; and the development of guidelines for applicants on conducting cost analyses required by 44 Code of Federal Regulations (CFR) Part 13.

- » **Catastrophic Planning Process Improvement.** Supporting FEMA, Hagerty executed the largest catastrophic planning initiative in the US specific to the New Madrid Seismic Zone (NMSZ), which spans eight states and four FEMA regions. As a part of this effort, Hagerty professionals implemented and improved multiple business processes. Our professionals supported the Regional Planning Branch to implement the Regional Planning Guide (RPG) by establishing a standardized quality review process and crafting processes for managing projects and budgets for nationwide regional planning efforts. Hagerty also worked with FEMA to define the format and content of regional all-hazards planning by convening executive leadership to craft the senior leaders' intent and conducting workshops to define the guidance related to all hazards planning. Finally, our professionals worked across federal agencies to provide definitive guidance associated with resource coordination and identified actionable next steps for FEMA leadership to improve allocation of federal assets in the field.

Hagerty has facilitated numerous other projects that have generated improved plans and procedures, validated plans with stakeholders, trained local government staff, and evaluated government operations. In the past five years, Hagerty has supported more than 500 projects at the local, state, and federal levels, with an emphasis on management consulting services and disaster recovery. **Further, Hagerty has demonstrated operational excellence in our engagements. Hagerty has managed more than \$30 billion in federal grant funds with zero adverse audit findings.** We have helped clients successfully close out grants and win appeals from FEMA and collaborated with FEMA to develop procedures for pilot programs on behalf of our clients.

Hagerty knows there is no better evidence of our capability to support DMS and the State of Florida across MCS tasks than our past performance. The following provides a selection of these projects for consideration by DMS, aligned to the various scopes of work sought under **Service Category 1 –MCS** and Hagerty's selected categories identified in **Appendix B: Authorized Services Chart.**

City of Panama City, Florida, Comprehensive Recovery Program Support

The City of Panama City was catastrophically impacted by Hurricane Michael. **Within the City limits alone, Panama City picked up more debris than the entire State of Florida did after Hurricane Irma.** The City faced a \$160 million debris operation, not accounting for emergency protective measures or permanent work. Over \$70 million of the debris costs are obligated by FEMA, with some debris operations still underway. Additionally, the City faced catastrophic damages to the majority of the City's primary buildings including the Civic Center, community centers, and the City Hall Building. Hagerty is working with the City to ensure all damages are captured to enable a solid 50 Percent Rule calculation for full replacement of these buildings.

Service Category 1 – MCS Services

- » Consulting on management strategy.
- » Project management.
- » Program research, planning, and evaluations.
- » Customized training as needed to achieve a management consulting objective.
- » Assistance with policy and regulation development.
- » Comprehensive grants management services related to the Stafford Act and other related state and federal grant programs.

Despite this herculean effort, the City's leadership has made every effort to use funding made available from Hurricane Michael to re-envision what the City could be after Michael. In addition to Hagerty's contract to submit projects to FEMA and other federal agencies to recoup costs and rebuild, the City expanded Hagerty's responsibilities to work with City leadership and engage the public to develop the City's Long-Term Recovery Plan.

Hagerty and our partners provided consulting services and developed engagement events with the public through the early summer of 2019 to identify how residents want to build back their city, taking advantage of the FEMA Section 428 Program to remove severely damaged buildings that were not being fully utilized to create more green spaces and community areas. The Long-Term Recovery Plan was published in October 2019 and will inform project submission to FEMA and other federal agencies aligned to their recovery grant programs.

While going through this long-term recovery planning process, Hagerty continues to submit grants to FEMA. **The City of Panama City was one of the first applicants to receive funding from FEMA and the Florida Division of Emergency Management (FDEM), totaling \$14 million within the first three months of Hagerty starting work.**

City of San Antonio, Texas, Alamo Area Strategic Planning Program

The Alamo Area required support to develop a strategic plan to align their overall emergency management program. To support this effort, our Team executed interviews with regional stakeholders and reviewed regional planning documentation to identify gaps in capabilities, priorities, and goals to include in the strategic plan. An important consideration for the Alamo Area was leveraging this strategic plan to identify priorities to achieve regional goals and objectives.

Service Category 1 – MCS Services

- » Consulting on management strategy.
- » Project management.
- » Program research, planning, and evaluations.
- » Assistance with process and productivity improvement.

Hagerty's support to the Alamo Area included engagement with leadership and stakeholders from the City of San Antonio and 13 surrounding counties. This comprehensive engagement was critical to inform strategic priorities and goals, allowing the Hagerty Team to identify gaps and actionable goals reflecting the needs of a diverse region. Hagerty guided this multi-jurisdictional approach by leading a vision development workshop to add additional regional goals, reviewing planning documentation, and conducting interviews to identify gaps and areas for improvement.

The strategic plan was developed using an iterative process to incorporate stakeholder feedback to ensure all regional strategic priorities and goals were incorporated. The Hagerty Team approached this project with the following objectives guiding our support:

1. Ensure diverse multi-jurisdictional stakeholder vision is incorporated into strategic priorities and goals.
2. Build upon current planning documentation and identified gaps to help guide strategic priorities and goals.
3. Develop strategic priorities and goals that are actionable and achievable based on available resources.
4. Develop a sustainable and digestible document incorporating processes to help facilitate annual plan updates.

Hagerty leveraged these inputs to craft a regional strategic plan. Hagerty recognizes the strategic planning process as a valuable tool to help align priorities, guide procurement, and identify opportunities for process and productivity improvement.

New York City, New York, Hurricane Sandy Recovery Support

Following Hurricane Sandy, NYC engaged Hagerty to help manage its \$15 billion recovery effort. Hagerty consultants are currently working across NYC directly with agencies on grant application and administration for a variety of federal disaster relief programs, including FEMA, Federal Highway Administration (FHWA), and Housing and Urban Development (HUD) grants. To date, Hagerty has helped NYC obtain more than \$4.2 billion in Community Development Block Grant – Disaster Recovery (CDBG-DR) federal aid, including approximately \$510 million to offset NYC’s local share of other federal recovery grants.

Service Category 1 – MCS Services

- » Consulting on management strategy.
- » Project management.
- » Program research, planning, and evaluations.
- » Customized training as needed to achieve a management consulting objective.
- » Assistance with process and productivity improvement.
- » Comprehensive grants management services related to the Stafford Act and other related state and federal grant programs.

In alignment with NYC’s overall PA Program, our professionals supported NYC to:

- » Craft an insurance strategy to minimize the City’s “obtain and maintain” and flood insurance requirements;
- » Develop cost estimates for improved or alternate permanent work projects supported by historic NYC prices and approved by FEMA;
- » Develop letters of interest (LOIs) for FEMA 404 HMGP; and
- » Establish a centralized quality control process where all projects are reviewed to determine if the City is being appropriately reimbursed under the Stafford Act.

Our work in NYC is exemplary of our approach to make mitigation and resilience central to every recovery grant. For example, the Steeplechase Pier was an 1,110-foot-long cross-shaped fishing pier and tourist attraction that was heavily damaged by Hurricane Sandy. Prior to Hagerty’s engagement in the development of the Steeplechase Pier project, FEMA determined total eligible costs for repair were \$647,000. Working with our client, Hagerty reviewed the project and identified errors, omissions, and deficiencies in the Damage Description and Dimensions (DDD), scope of work (SOW), and Cost Estimating Format (CEF) sections of the grant proposal. One example of such an error was that FEMA’s estimate relied on construction practices and methods that replaced the original tropical hardwood with standard treated southern yellow pine, resulting in significant loss of eligible funding. Additionally, FEMA did not include any of the required means and methods of construction components in their estimate, which omitted barges, cranes, dock workers, underwater inspections, and turbidity curtains. As a result of our involvement and justification, our client’s project was obligated at \$10.1 million. **This represents a 1,500 percent increase in reimbursement to our client.**

To support NYC, Hagerty leveraged our Disaster Financial Management System (DFMS) – a platform crafted using QuickBase. This solution was originally crafted for the City of New Orleans, which was using an Excel spreadsheet to track project worksheets (PWs) and other funding sources, offering limited visibility to City leadership into the overall financial status of the recovery effort and no capability to manage timelines. As developed in New Orleans and refined in NYC, our DFMS solution offers the State of Florida the ability to track financial commitments across funding sources – including FEMA PA and HMGP, HUD, and Federal Transit Administration (FTA) grants – while increasing compliance with grant formulation, reporting, and management requirements.

Santa Barbara County, California, Office of Emergency Management (OEM) Thomas Fire and January 9 Debris Flow AAR and Improvement Plan (IP)

In April of 2018, Hagerty was engaged to develop an AAR focused on the response operations of the Santa Barbara County emergency operations center (EOC) to the Thomas Fire and subsequent storm. The Thomas Fire knocked out power to 83,000 utility customers, and a subsequent storm produced flash flooding and debris flow. To facilitate the AAR process, Hagerty worked with the County's Office of Emergency Management (OEM) to identify and engage stakeholders in a series of meetings to gather information associated with the event. This included a review of situation reports and incident action plans (IAPs) to develop a comprehensive timeline of incident activities beginning on December 4, 2017 and extending through the end of January in 2018.

Service Category 1 – MCS Services

- » Consulting on management strategy.
- » Project management.
- » Program research, planning, and evaluations.
- » Assistance with process and productivity improvement.

To support development of a report that captures input from stakeholders across the County, a series of feedback sessions were held with stakeholders directly engaged in EOC response. In addition to feedback sessions, individual discussions were held with various local, customer, and state officials and non-government organization (NGO) partners. All participants in the AAR development process were offered an opportunity to conduct an individual feedback session to collect direct feedback and input. Further, electronic and paper forms were provided to solicit input from stakeholders and consultant contact information was distributed.

Hagerty then developed a draft report and engaged in direct review with the OEM and County Council. This report was then provided to stakeholders with an open comment period. During that comment period, we facilitated an after-action meeting (AAM), which allowed for presentation of findings and associated recommendations. Upon receipt of stakeholder feedback, Hagerty finalized the report. It was presented to the Board of Supervisors on October 16, 2018. Video of this testimony can be viewed at <https://youtu.be/xD0H-RATUTI> beginning at approximately 1:37:25.

Proposed Solution

Hagerty's proposed solutions blend our past performance and the expertise of our personnel to tailor solutions to the direct needs of clients. As such, the following provides an overview of standard approaches that may be leveraged by the Hagerty Team, demonstrating our proven strategies and capability to support DMS and clients across the State of Florida. Hagerty will tailor our approach and personnel identified to support the specific scope of services identified by the customer in any specific task order. The following provides a summary of our approach to each area aligned with the needs of DMS and the specific services Hagerty has identified under **Appendix B: Authorized Services Chart**. This is followed by resumes for professionals who represent Hagerty's program leadership that will be engaged to support customers under specific task orders.

Our Approach: Consulting on Management Strategy

Hagerty employs a structured approach to identifying and crafting management strategies and plans for our clients. We support this by executing assessments structured to define key performance indicators (KPIs), collect data from involved stakeholders to support KPIs, and align goals and objectives with outcomes. The following presents an overview of the primary tasks associated with supporting our clients to craft a robust management strategy and

associated strategic plan for program management. We understand development of any management strategy and/or plan may require Hagerty to provide services on-the-fly or differently structured processes to support the overall development and execution of a management strategy. The summary of our process – which will be tailored for the customer – is provided below.

Step 1: Execute a Situation Analysis to Establish a Vision

To initiate the process for development of a management strategy, the Hagerty Team will complete a situation analysis to identify strengths, weaknesses, opportunities, and constraints. Specific tasks may include:

- » Developing an understanding of best practices for customer, benchmarking against other similar organizations with comparable roles throughout the nation; and
- » Preparing a briefing and convening workshops that will build consensus among management stakeholders on the vision, mission, and values to be incorporated into the management strategy.

Our Team will leverage this process to establish the mission, vision, and values associated with the strategy, as well as to develop consensus among stakeholders. This mission, vision, and values will be compared against current agency performance to help support development of implementation approach associated with the management strategy.

Step 2: Develop Strategic Goals and Implementation Strategies

Based on the vision, mission, values, and other outcomes, Hagerty will draft strategic goals and implementation strategies leveraging best practices and industry benchmarking. Hagerty will execute a requirements analysis establishing operating assumptions and necessary assets and capabilities to achieve goals, objectives, and implementation strategies. Based on this analysis and information collected during the previous step, our Team will facilitate review and discussion of strategic goals and corresponding implementation strategies related to the vision, mission and values previously established. Hagerty will document our findings and facilitate integration of the goals and strategies into the overall management strategy by achieving consensus with stakeholders.

Step 3: Develop Management Strategy

Integrating feedback from workshops, interviews, and benchmarking, Hagerty will develop the management strategy. Using the building blocks from the previous steps, this strategy will ensure consistency with the vision established throughout our process. Strategies, tactics, and performance measurements will be clearly defined and articulated, allowing agency leadership to assess performance through key indicators. These measures of success may include financial, process, customer, or growth metrics, contingent on the customer's overall needs.

Our Approach: Project Management

The key to any project's success is clear and frequent communication with the client. At Hagerty, it is our consistent desire to provide clients with work products and solutions that meet or exceed their expectations. Hagerty understands that a project is a collaborative effort, and to provide the client and its stakeholders with as much visibility as possible, we will regularly distribute status reports, preferably presented verbally, but always in writing.

Hagerty's professionals often serve in key program management and implementation functions for our clients. To support any customer, Hagerty will execute an efficient process for development and execution to support our functional integration into – or service as – a management office for the customer.

Step 1: Develop Project Management Plan and Tools

Upon issuance of a notice to proceed, the Hagerty Team will work with the client to promptly schedule an onsite project kickoff meeting. To support this meeting, the Hagerty Team will develop a draft Project Management Plan (PMP) and agenda to support our discussion. Hagerty's PMP will address key issues, such as:

- » **Communication methods for inquiries by client personnel.** Hagerty recommends establishing a single point of contact from the Hagerty Team who will be responsible for both communicating with the client and coordinating timely response to and of acknowledgement of requests. This will either be executed through establishment of a common email inbox or designation of a specific project coordinator.
- » **Formats for monthly reports and invoices.** Transparency and accountability are important considerations for the Hagerty Team. During the kickoff meeting, we will work with the client to confirm required reporting, including monthly reports which capture activities executed by the Hagerty Team and formatting for invoices. Hagerty recommends monthly reports include tasks and accomplishments along with the overall burn rate of the contract to support both performance and budget management against the initial contract allocation. Monthly reports should also include any identified risks associated with the work orders executed by Hagerty's personnel.
- » **Contract communications plan(s).** In addition to addressing formal processes for coordination, Hagerty will also ensure the PMP offers a communications plan to the client in order to ensure contact with designated Hagerty personnel during regular business hours.

Step 2: Execute Program Management Plan

Project management and quality control are important considerations for Hagerty in our support to the State of Florida. Hagerty places an emphasis on sound management practices, transparency, assertive problem solving, and issue resolution in order to ensure our professionals meet the evolving needs of any customer. In alignment with the PMP, Hagerty will execute any project or program management task by establishing a project management team (PMT) to ease the burden on customer personnel by both ensuring assigned personnel are prepared for their role and qualified to take on the challenges inherent to their respective role, and limiting the overall administrative burden on the customer through execution and delivery. Tools leveraged to support project management include:

- » Weekly project status meetings with the Customer Leadership Team and contract management staff, complemented by regular check-ins with members of the Customer functional management team.
- » Delivery of a comprehensive weekly report detailing contract spend, specific staffing levels and weekly utilization, anticipated staffing needs/adjustments, issues, function specific accomplishments, and opportunities for improvement.
- » Style guides/document templates to ensure consistent formatting and presentation of client-ready documents.
- » Utilization of Hagerty offsite Operations Team assets (i.e., graphics, formatting, etc.).
- » Weekly audits of timesheets and expenses.
- » Prompt staffing and dispute resolution.

Our Approach: Program Research, Planning, and Evaluations

Hagerty may employ a variety of approaches to support program evaluation and overall performance measurement. Specific strategies will be tailored to the needs of the customer, with techniques employed to support performance reporting and development of customized tools for ongoing performance measurement. Tactics which may be used by

Hagerty include problem solving methodologies, such as DRIVE (Define, Review, Identify, Verify, and Execute); process mapping/flowcharts; root cause analysis; statistical analysis/data analysis; and data visualization. This is in addition to other qualitative program research tasks that may be executed by the Hagerty Team contingent upon the needs of the customer. The following presents the primary tasks that will be executed by Hagerty in support of performance measurement projects.

Step 1: Determine Program Evaluation Outcomes and Performance Metrics

Our process begins with understanding and documenting desired performance or critical metrics and how these impact the organization. These data points should be tied back to strategic plans, benchmarks, or best practices to accurately and appropriately measure agency performance. Hagerty's professionals can work with the agency to identify key performance metrics, including leveraging, for example, a balanced scorecard approach to understand and examine performance from a holistic perspective.

Step 2: Collect and Analyze Performance Data

Subsequent to identification of performance metrics, Hagerty's professionals will collect performance data. This can be done using existing data systems leveraged for daily business operations across the customer or custom databases, which pull from multiple sources. Our Team will collect and analyze this data, identifying and data gaps and opportunities to automate data collection and reporting. Based on the metrics and benchmarks identified previously, our Team will also generate preliminary findings based on performance during this phase.

Step 3: Report Performance Data

Contingent on the design of the data collection tool, Hagerty can establish standardized performance reports that can be automated for the agency. This may include leveraging technology systems to streamline information collection and reporting across the agency or within business units. Our professionals can also develop detailed analysis of findings that identify root causes and recommendations for performance improvement, contingent on the needs of the agency.

Our Approach: Customized Training As-Needed to Achieve a Management Consulting Objective

Hagerty works with our clients to understand their needs and craft customized training to achieve their goals and objectives. We are adept at providing this training in-person or in a remote environment, understanding that in some cases web-based training creates greater efficiency for customers and organizations who have broad training needs. The following provides our standard approach to training, which can be further tailored to incorporate execution for any customer based on their business needs.

Step 1: Analysis

During the analysis phase, Hagerty will execute a meeting with the customer to present an outline of the training, understand what specific emergency management tasks and duties participants must know at the conclusion of the training, and discuss any learning management system (LMS) the customer uses. After the meeting, Hagerty will develop a task sheet for the training, focused on the specific desired position-specific or knowledge specific outcomes, sought by the client. This will be submitted for review and approval.

Step 2: Design

Leveraging outputs from Step 1, Hagerty will collaborate with the customer to articulate, as closely as possible, the real job conditions within the instructional environment based on the tasks that will be covered in the training. This will

include facilitating a meeting to execute a learning analysis (e.g. definition of the training objectives and format of evaluation); determine exam items to confirm training objectives are met; and structure for delivery of information to achieve learning objectives.

Step 3: Develop

During the develop phase, Hagerty will develop the training, along with the following deliverables:

- » Training Structure: A detailed timeline for the training, including start times, end times, module lengths, exercises, and exams.
- » Training Materials: Includes the development of lesson plans, voice-over narration, vignettes, activities, and reference materials that will be provided to participants, if applicable. Materials are based on the objectives and structure previously approved by the customer.
- » Construct Tests: Structured to evaluate whether participants have learned enough to meet objectives.

Hagerty will present these materials to the customer for review. Hagerty will then facilitate a meeting to review all draft materials, validating content, format, and design. Hagerty will then incorporate feedback for final approval.

Step 4: Implement

Following approval of the training materials, Hagerty will collaborate with the customer to finalize the training, and, if computer-based, use Articulate 360 software, including incorporating standards associated with Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 compliance. To execute this Step, the Hagerty Team will:

1. Develop design treatments, including a high-level design document and screen flows and a storyboard for review. Full-color graphics can be developed, in alignment with customer branding guidelines. Hagerty can support an executive video greeting, synchronize audio narration, and craft professionally-engaging flash animations. Case studies or simulations with corresponding exploratory activity can also be developed. Hagerty can ensure the final deliverable includes professionally animated title pages, lesson objective pages, flexible navigation, and embedded documentation, as desired.
2. Implement the course, with three course reviews (alpha, beta, and gold). If the course is to be offered digitally, Hagerty will upload and test the course to the customer LMS, and facilitate testing prior to external release.
3. Execute a post-implementation evaluation to review use, conduct a learner evaluation survey, and provide the customer with recommendations for future curriculum course design.

Upon completion of this process, Hagerty will either conduct the training in person or make the training available digitally in coordination with the customer, and/or support execution.

Our Approach: Assistance with Policy and Regulation Development

Hagerty understands a critical component of program implementation is crafting policies and regulations aligned to State of Florida – and in some cases federal – objectives. Hagerty’s professionals will implement a flexible and agile approach to support customers under this contract, supporting the development of regulations, policies, and procedures scoped to the needs of the customer. Our approach is presented below.

Step 1: Understand Client Needs and Regulatory Framework

Hagerty and our professionals will first meet with the customer to understand their policy needs and the associated regulatory framework under which a new policy will be implemented. In some cases, new policies and regulations will

have an impact on ongoing programs, or unanticipated consequences if not developed carefully in full acknowledgement of the total regulatory environment. By executing this analysis upfront, Hagerty will ensure the customer's objectives are met and are appropriately aligned to the broader framework of needs.

Step 2: Develop Policies, Regulations, and Supportive Materials

Hagerty will leverage this understanding to revise or develop new policies and regulations for the customer. Due to our background in policy and both local and state government operations, Hagerty knows that new policies and regulations often require supportive materials to ensure comprehensive execution. We will work with the customer to determine additional needs and develop materials, such as implementation manuals, standard operating procedures (SOPs), program administration tools, templates, and other tools that allow customer personnel to implement the new policies or regulations. Hagerty will review the final policies, regulations, and supportive resources with the customer prior to finalizing. Hagerty also has the capability to collaborate with customers through review processes by elected and appointed officials.

Our Approach: Assistance with Process and Productivity Improvement

Hagerty employs a tiered approach to business process improvement, incorporating elements of methodologies that our professionals have applied in analyzing business processes of our clients. These include but are not limited to continuous process improvement, Quality Is Free, business process re-engineering, business process management (BPM), lean, Six Sigma, and workflow analysis. While we will tailor our approach and apply the most relevant methodology to analyze business processes of the organization, our professionals will utilize the following steps to uncover operational improvement and recommend the optimal path forward for implementation.

Step 1: Benchmarking

Hagerty will initiate business process reviews by first benchmarking the organization against industry best practices from like organizations and/or divisions of organizations performing identified functions. Benchmarking provides the analytical foundation from which to measure existing performance metrics against. We will utilize our past experiences, industry data, and associated research to establish benchmarks.

Step 2: Workflow Analysis

With best practices and associated performance metrics identified, Hagerty will initiate the data collection process to analyze existing performance. Data collection includes reviewing existing organizational metrics and interviewing direct and indirect stakeholders to understand how preceding processes impact the performance of the analyzed process and how the outcomes of each process in question impact following processes and outputs. The analysis yields the problems and/or issues the organization's system(s) faces in achieving optimal performance. The analysis will include a metric review to identify the difference(s) between current performance/output and the desired performance level to quantify the pain point(s) for our clients.

Step 3: Identify the Optimal Outcome

After quantifying the operational pain point(s), Hagerty will work with organizational stakeholders to identify a realistic operational output that is achievable given available resources, aligned with leading industry performance measures, and organizational objectives. This step of our process includes a review of organizational assets performing the process and a second round of interviews with organizational leadership to assess the assets required to achieve industry leading performance and the available investment capital to operationalize the identified efficiencies. Our review will identify the desired operational outcome.

Step 4: Implementation and Ownership

Our business process improvement review culminates in an organizational roadmap which time phases the steps required to implement recommended process changes as well as identifying owners of affecting the desired change. Our experience has shown that implementing change requires management at both the strategic level through executive buy-in as well as clear direction at the tactical level to provide mid-level managers the tools to manage change related impacts and outcomes.

Our Approach: Comprehensive Grants Management Services Related to the Stafford Act and Other Related State and Federal Grant Programs

If activated for existing open disasters, Hagerty staff will work with the customer to understand the status of all PA projects currently in process and/or in closeout. After gaining a full understanding of the scope of outstanding recovery efforts and customer priorities, Hagerty will collaborate with the customer's Program Delivery Manager (PDMG) to assess any hurdles to attain project obligation and reimbursement for completed work. Hagerty will work with the customer, FEMA, FDEM, and FDEM's contractors to ensure timely processing of projects to obligation, requests for reimbursements, and/or closeout of projects. Hagerty will rely on our existing strong relationships with FEMA, FDEM, and FDEM's contractors to expedite the customer's recovery.

Hagerty will provide comprehensive services that address all aspects of disaster recovery. Hagerty will support the entire grant life cycle, from damages inventory development, damage description and dimensions, development to scope of work cost estimate development, including quality assurance/quality control, to grant closeout. Hagerty will consider the full range of programs to find the best fit, including Alternate Projects, Improved Projects, Section 428 Alternative Procedures, and special concerns like Environmental and Historic Preservation (EHP). Hagerty is adept at combining Section 404 HMGP grants and Section 406 Hazard Mitigation grants to maximize eligibility and promote resilient reconstruction. Hagerty will leverage the CDBG-DR program to provide the customer with the matching funds required for FEMA grants, as appropriate, as well as other programs under CDBG-DR that may benefit the customer as well. Hagerty will support the customer in submitting projects to the Local Mitigation Strategy Committee and ensure the customer has access to the available funds. Hagerty excels at proactively resolving eligibility and program expense issues, and we have an excellent record of successfully closing out projects.

Initial Support

During the Preliminary Damage Assessment (PDA) process, Hagerty will begin developing the initial projected expenditures for FEMA Categories A-G work utilizing the Grants Portal Damage Inventory Spreadsheet. Simultaneously the Project Manager (PM) and Deputy Project Manager (DPM) will be identifying the skillsets needed in order to support the development of the customer's FEMA PA A-G Projects. Hagerty will adjust the team deployed, if necessary, to ensure the team consists of individuals with the appropriate policy and technical skills (e.g. structural engineering, mechanical engineering, wastewater specialists, and/or FEMA beach policy). Where possible, Hagerty will train customer personnel and, when applicable, hire and subcontract locally to execute with local expertise.

Hagerty already has a professional relationship with FDEM. Hagerty will leverage this and other relationships, including those with FEMA Region IV and FEMA Headquarters, to advocate for the customer throughout the recovery process. Hagerty will maintain constant contact with FEMA field leadership and FDEM to ensure an experienced PDMG is assigned to the customer to meet the customer's comprehensive needs. The PM and DPM will support the Customer during the Applicant Briefings by FDEM, the FEMA Exploratory Call and Recovery Scoping Meeting (formally known as the Kickoff Meeting). The use of the Grants Portal Damage Inventory Spreadsheet will enable the customer to be

ahead of FEMA's expectations having a first draft at both the Exploratory Call and Recovery Scoping Meeting to ensure FEMA understands the comprehensive needs of the customer. All conversations with the customer's PDMG will be documented anticipating the high FEMA turnover of PDMGs.

Hagerty's team will be proactive in Grants Portal even prior to a declaration to ensure the customer's current personnel plans and procedures as well as the insurance policies are uploaded to the Organization Profile prior to an event even occurring. After a declaration, Hagerty's Data Point of Contact and team will begin identifying activated contracts and executed contracts during the emergency period and will begin formulating procurement documentation packages utilizing FEMA's Procurement Disaster Assistance Team (PDAT) Checklist and getting FDEM review on any contracts executed under Emergency and Exigency circumstances. This will enable a more efficient development and review of projects later in the process.

General Financial/Grant Management Support

As short-term recovery transitions into intermediate recovery, the Hagerty Team will support financial and grant management tasks. The following sections provide our approach to supporting these tasks in collaboration with the customer.

Documentation Collection, Tracking, and Review Process

In collaboration with the customer's Finance, Public Works, Procurement, and other Departments responsible for contracting, construction, and finances, Hagerty will map out a documentation process map in where documentation is collected where Hagerty can review the documentation prior to Request for Proposals (RFP) release, contract issuance, or invoice payment. Once the response period ends and the customer transitions into recovery, Hagerty will begin implementing the use of Hagerty's customizable DFMS).

In our experience, financial management systems to support recovery should be straightforward, effective, and integrated into current client processes and systems. To support this, Hagerty created our DFMS using the QuickBase® platform, which we customize to better support the customer in order to track customer expenditures and grant funds. The success of the DFMS is exemplified, in one instance, by the City of New Orleans' use of the DFMS following the conclusion of Hagerty's work. Our team has deployed DFMS on every large recovery operation since it was developed, including current use by NYC to manage federal grant dollars following Hurricane Sandy.

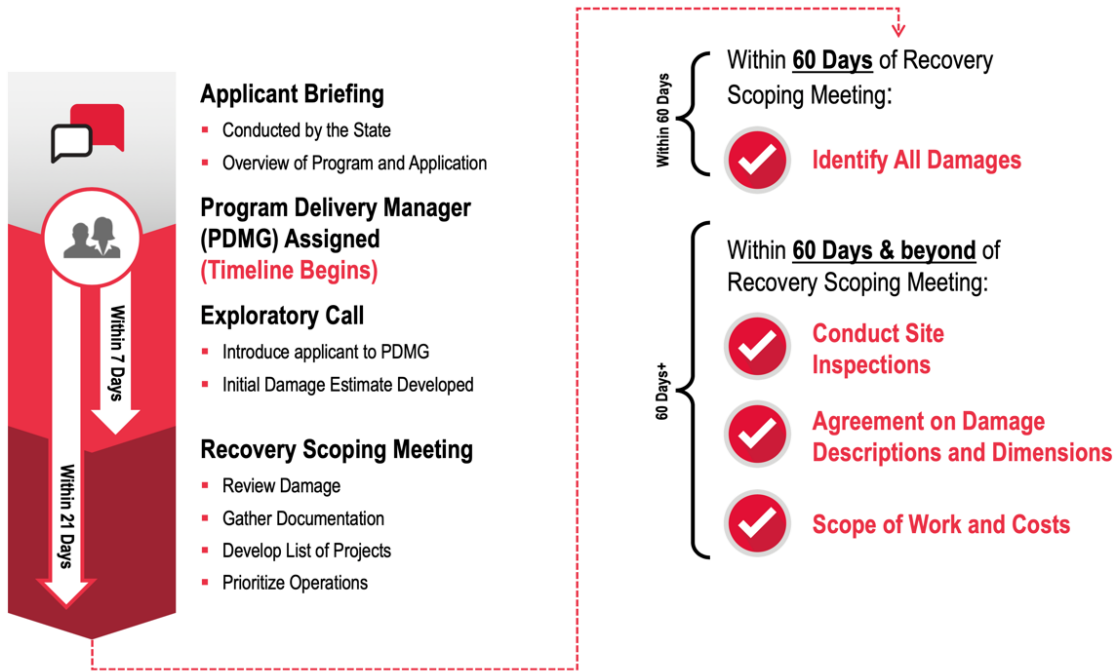
DFMS can be populated by exports from the customer's general ledger ensuring Hagerty is prompted to identify documentation for every disaster event expenditure. DFMS is programmed to produce data that is necessary to populate FEMA cost summaries for FEMA project submission. Additionally, DFMS will be regularly synced with Grants Portal and Florida PA. Identified point people within the customer's various departments will be given access to DFMS and upload documentation, which will then be reviewed and sorted by Hagerty documentation specialists to be assigned to a given PA project or other funding stream. This includes invoices, contracts, procurement documentation, and all other documentation that will be needed to support grant applications.

Initiating the PA Process and the Damage Inventory

The most important new development in FEMA PA is the PA New Delivery Model. The customer experienced the New Delivery Model under DR-4337-Irma. However, one of the principles of the New Model is continuous improvement. Hagerty will support the customer in navigating these continuous changes and changes to the Grants Portal system; due to Hagerty's extensive network across the country, Hagerty frequently is aware of changes to FEMA's process prior to FEMA field assets being trained or briefed.

The PDMG, as the primary interface between the Customer and FEMA, will schedule the Exploratory Phone Call and the Recovery Scoping Meeting upon assignment. The Recovery Scoping Meeting triggers the 60-day regulatory timeline to identify damages. Hagerty has experience in writing the Damage Inventory in such a way to give maximum flexibility with project formulation and create wiggle room if additional damages are identified after the 60-day deadline. The new Model also features new timelines for identification of eligible damages within 60 days of the Recovery Scoping Meeting. Hagerty’s professionals will provide support to the customer at every step.

New Addition to PA - The New PA Delivery Timeline



During the initial recovery after or during response (if elongated, like the COVID-19 response), Hagerty will work with the customer to identify immediate cashflow issues. If needed, and permitted under the disaster event, Hagerty will develop “Expedited Projects” for the customer to provide immediate reimbursement. Hurricane Michael was the first disaster in recent Florida history that permitted “Expedited Projects;” Hagerty’s clients in Bay Customer were amongst the first to receive reimbursements, totaling over \$40 million. Hagerty will advocate for the maximum flexibility for advanced payments through Expedited Projects for the customer.

Hagerty will establish a weekly meeting with the FEMA PDMG and Program Delivery Task Force Leader (PDTFL). Hagerty will track do-outs and create “to do” lists for the FEMA PDMG and PDTFL. Each do-out will be given an estimated completion date. As stated previously, all communications will be documented utilizing post-meeting notes to ensure all decisions are tracked to minimize disruption when FEMA turnover occurs. These notes will be aggregated and provided to each new PDMG.

Additionally, Hagerty will establish weekly meetings with appropriate department heads, or their designees. Hagerty will also generate “to do” lists for each department with agreed upon completion dates. Where possible, and if desired by the Department, Hagerty will identify means to collect the necessary documentation directly in order to minimize disruption to the department’s normal responsibilities. These “to do” lists will be reviewed weekly to measure progress in collecting necessary information for project submission.

Logical Grouping of Projects, Site Inspections, and Essential Elements of Information Completion

Hagerty will work with the PDMG to logically group projects in the best interest of the customer. Projects should be formulated to match the customer's long-term recovery plans, construction plans, and how documentation is already organized. Once a presidential disaster declaration has been made, it takes expertise, knowledge, tactical decision-making, and programmatic acumen to obtain all the funding that an applicant is entitled to receive. This includes coordination across multiple disaster programs, almost all of which require an application to the responsible federal agency.¹ Hagerty understands these programs and the policies and regulatory requirements that govern cost estimating, engineering design review, project cost accounting, insurance, hazard mitigation, floodplain management, and EHP requirements. We will achieve success for the customer by developing robust applications, which will minimize ineligibility determinations and limit common issues that arise in the administration of the PA Program. Additionally, Hagerty will work with the various federal and state agencies to layer funding streams to ensure the smallest Local Cost Share of the various funding programs.

Hagerty will coordinate with the PDMG to schedule site inspections for minimally damaged facilities, if Site Inspectors are available. It is Hagerty's experience that FEMA has been overextended for quite some time and as a result, activities such as site inspections can be delayed due to the lack of available site inspectors. When this occurred for a Hagerty client for the Hurricane Michael recovery, Hagerty developed an "Applicant Driven Site Inspection" process utilizing licensed engineers and architects contracted with the customer to complete the FEMA site inspection documentation. These costs are captured as a Category E expenses as an Architecture and Engineering soft cost. Hagerty will assess the particular factors on each disaster (e.g. availability of qualified site inspectors, level of damages to the Customer, type of damages) to advise what strategy will result in the most efficient and expeditious recovery for the Customer.

Simultaneously as site inspections are occurring, Hagerty will continue to collect documentation and information from the various departments to populate the Essential Elements of Information (EEl)s and the Scope Survey Questions (a new requirement of Grants Portal as of the March 2020 update to the system). Hagerty will collect the answers to the EEl)s and Scope Survey Questions and populate the fields within Grants Portal.

Section 428 Alternative Procedures, Alternate Projects, and Improved Projects

In most cases, the PA Program reimburses applicants for the completion of eligible permanent repair work on an actual cost basis. However, there are instances where applicants are reimbursed based on capped estimates under either Alternate or Improved Projects. Early in the recovery process, Hagerty will sit with the customer leadership to identify their recovery priorities and how the customer wants to build back. Hagerty will use this information to make recommendations on which projects should be standard, Alternate and Improved Projects, or Section 428 Alternative Procedures Projects.

- » Alternate Projects and Improved Projects, which may allow the Customer to utilize federal funding in a way the provides greater flexibility and benefit than standard in-kind repairs. Proactive management will allow the Customer to make alterations and/or improvements while restoring the damaged facility or even constructing an entirely different facility. The Disaster Recovery Reform Act (DRRA) removed the 10 percent penalty for Alternate Projects.

¹ There are more than 60 federal programs that provide funding to recover from disasters. Each program brings with it its own administrative requirements, and often the policies and regulations between programs do not align.

- » The Section 428 Program, authorized under the SRIA , allows FEMA to make recovery grants for permanent work (Categories C-G) projects based on fixed cost estimates. Hagerty will support the customer to engage the Program, including how to minimize the risk of accepting a capped grant rather than receiving reimbursement on an actual cost basis.

In both cases, PA recipients require cost estimating expertise to ensure the capped grant amounts are sufficient for eligible restoration work. Hagerty will advise on which capped funding approach may work best. Our assessment tools will show the customer the pros and cons of pursuing capped funding, including when the Section 428 Program should be used. To date, our teams have developed more than **\$5.8 billion** in fixed capped grants for one client alone. To support development of these grants, we developed a procedure to validate cost estimates, processes for drawdown, and procedures to leverage the full flexibility of this program. These procedures include a process for streamlining the approval of changes to the SOW for a recovery project from the original scope used to capture costs for the grant, allowing the applicant to determine the most effective use of recovery funds. Hagerty is currently working with FDEM in identifying how they are going to implement their new 428 advanced payment procedures for Hurricane Michael, establishing the precedent for future disasters throughout the state.

Navigating Eligibility

Hagerty excels at the identification and resolution of eligibility, policy, reimbursement, and overall grant management issues related to the FEMA PA Program, and our strategic process to do so differentiates Hagerty from our competition. We are proactive and innovative, tailoring our solutions to the client's specific priorities, organizational structure, and risks. Upon award of this contract, Hagerty will:

- » Complete a risk assessment of projects, damages, and claims to identify and prioritize high risk, high dollar, and soon-to-be-started projects;
- » Develop resolution strategies that eliminate or reduce the risk of federal non-compliance, adverse audit findings, ineligibility determinations, and disallowance of funding; and
- » Develop a multi-tiered quality assurance/quality control (QA/QC) review process of all projects which also accounts for issues that impact other funding sources.

Hagerty believes the customer will be best served and benefit most from federal grant programs when all stakeholders are working toward common goals and desired outcomes. We have an unparalleled record supporting our clients in their FEMA claims and aim to do so in the most efficient way possible. As one component of this, Hagerty will work to proactively demonstrate eligibility utilizing strong policy and innovative substantiation techniques as opposed to reactive and inherently deficient appeal responses.

However, when this process does not yield the desired outcome, we will support the customer in developing appeals that in a timely manner to substantiate the claim and any further appeals that may be necessary.

Hagerty's approach to recovery is complete and comprehensive. We will coordinate with all facets of the customer's organization to assess needs and opportunities. As an example, for a recent client we analyzed their insurance policies in light of the new "obtain and maintain" requirements as a result of a storm. Through this analysis we were able to limit the client's coverage significantly, while still remaining compliant with federal regulations. This reduced their annual insurance premiums by almost \$100 million over 10 years.

Scope of Work, Cost Estimate, and Hazard Mitigation Proposal Development

It is critically important that the SOW developed for projects are accurate, clearly written, and complete. Our multi-disciplinary team knows federal disaster recovery programs, design standards, Florida Codes and Standards, and appropriate construction methods to support the customer to develop accurate SOWs. During this process, Hagerty will review and identify opportunities for hazard mitigation (under both 406 and 404 authorities), and our professionals will make maximizing the amount of hazard mitigation funding the customer receives a top priority. In practice, our professionals have developed 406 Hazard Mitigation Proposals which, in some cases, exceeded 100 percent of the repair cost eligible through the PA Program.

Quality control reviews will follow a strict process that has resulted in identification of multi-million-dollar errors in favor of our clients. We will use our QA/QC process to ensure the customer is compliant with FEMA requirements and identify additional funding that might be available for the customer.

Cost estimation accuracy is especially important when designing projects, implementing the Section 428 Program, and executing alternate or improved projects under the PA Program. We have an in-depth understanding of FEMA's Cost Estimate Validation Process and FEMA's Cost Estimating Format and will work with the customer to ensure all assumptions and considerations are consistent and applicable to the actual conditions of the customer. This includes identifying local costs which most likely exceed RSMeans unit costs, the standard reference for FEMA PA Costing Specialists, in a post-disaster environment. Hagerty has been successful in identifying a format acceptable to FEMA to incorporate local cost conditions within a post-disaster environment resulting in our client receiving 30-70 percent more in funding than they would have if they had not hired Hagerty.

Obligations and Requests for Reimbursements

Prior to project obligation by FEMA, Hagerty will coordinate with FDEM's designated contractor for the customer to identify a single point of contact for all the customer's projects. For Hurricane Michael, Hagerty initially experienced that a different individual was assigned to each project which led to inconsistency between contacts and prevented a full understanding of an individual applicant's recovery. Identifying a single point of contact has streamlined the communication between FDEM's contractor and the other applicants Hagerty is serving. Hagerty will inform FDEM's contractor when projects will be soon obligated and provide any necessary context for the project to enable a more efficient validation process.

After obligation, Hagerty will submit a Request for Reimbursement (RFR) for 50 percent of the work completed funds immediately, per FDEM's new process of incremental release of funds. It is Hagerty's experience that constant contact and advocacy is needed in order to ensure these 50 percent funds are released in a timely matter and the remaining 50 percent validation is prioritized. Hagerty will ensure regular reporting from FDEM's contractor is provided on the status of validation and ensure FDEM's contractor is submitting a comprehensive Request for Information if needed, rather than incremental asks.

Hagerty has successfully secured pay outs by FDEM for more than \$45 million for Hurricane Michael from FDEM. However, at times, in order to ensure the timely payout of reimbursements, Hagerty has had to seek intervention from FDEM's Recovery Bureau to ensure the implementation of new policies and procedures by FDEM's contractors. Hagerty will ensure every project has this individualized attention to enable timely validation and pay outs on reimbursement requests.

By working closely with staff at various departments, Hagerty will ensure that all eligible PA costs are captured in a project. At the same time, Hagerty will make sure all funding streams are explored and maximized to ensure the best funding mix for all local projects. This will have the added benefit of reducing duplication of benefits (DOB) risk down the line, as all costs will be captured and associated with a funding source.

In cases where policy interpretations or insurance reductions affect the project, Hagerty will prepare the customer to defend itself with comprehensive project packages. Even after obligation of an initial version of a project, if costs are still being incurred or new costs are identified, Hagerty will work to amend the previously obligated project.

Reporting

All steps in the project development process will be recorded and tracked within Hagerty's DFMS system. There are pre-established reports within the system, however new reports can be created at the customer's discretion and be pulled at any time the customer desires. The customer will have full transparency with regards to all actions completed by Hagerty.

Once the PA process is initiated, the PM and DPM will meet with the customer to identify the reporting schedule and what information the customer wants to regularly track. Hagerty will provide regular reports to the Finance Department for submittal to the Board of Customer Commissioners and other senior officials. Through DFMS, the customer will have easy access to information pertaining to FEMA Category A-G expenditures for reporting purposes for a variety of audiences.

Project Closeout, Audits, and Appeals

Depending on the needs of the customer, our professionals will:

- » Comply with All Deadlines and File Time Extensions if Necessary. Federal grant programs have varying deadlines associated with work conducted. This includes the PA Program, which has a six-month deadline for emergency work and an 18-month deadline for permanent work. Hagerty will track all programmatic deadlines and ensure time extensions are submitted well in advance to enable ample time for FDEM and FEMA processing.
- » Reconcile Projects and Maintain Versions. In order to closeout projects, Hagerty will assign accountants or closeout specialists to review all associated versions. This ensures all eligible costs are captured, ineligible costs are addressed, sufficient documentation is provided, and all federal funding has been obligated.
- » Apply Cost Underruns. The Section 428 Program allows cost underruns to be applied to hazard mitigation projects for eligible facilities. Underruns can lead to additional mitigation funding for the Customer, which will be identified during project reviews.
- » Monitor and Measure Closeout. Hagerty leverages closeout managers and tracking tools to keep the focus on monitoring and measuring progress toward closeout. By implementing these tools, we will help the Customer focus the same level of intensity at the end of the recovery as is focused at the beginning, thereby expediting closeout.
- » Prepare Closeout Reports. As necessary, Hagerty will prepare all final closeout reports to support the Customer. This includes completing the Financial Status Report (Standard Form 425) by updating the basis for accounting, indirect costs, and cumulative transactions as necessary and appropriate.

As a firm, we recognize that some eligibility disputes may not be immediately resolved and will result in an appeal consistent with Section 423 of the Stafford Act, 42 United States Code (USC) Section 5189a, and 44 CFR Section 206. In those cases, Hagerty brings expertise and experience in crafting winning appeals on behalf of our clients. We provide comprehensive support in the formulation of appeals as well as review and tracking PWs to ensure applicants do not lose their right to appeal due to a missed deadline. **For a recent client, we won an appeal for more than \$2 million to replant trees that were used for natural filtration and anti-erosion on the banks of a large reservoir.**

While we know how to structure winning appeals, Hagerty's approach to the PA Program focuses on collaboration between local, state, and federal partners to solve problems up front rather than defaulting to appeal when FEMA makes negative eligibility determinations. Hagerty has a successful track record of minimizing the need for appeals, which makes it possible to claim all eligible costs and expedites the recovery process.

Recovering from a major disaster takes time. Properly closing out projects completes the recovery process, but there are proactive steps that can be taken to make the process more efficient. By structuring grant formulation and administration processes around the customer's internal financial management systems and preparing grant documentation consistently, we can facilitate a streamlined application, administration, and closeout process.

Hagerty's strategy to prepare for audit starts from the very beginning of project formulation. Depending on which FEMA Validation Specialist or Costing Specialist is writing/validating a project, there may be a wide range of level of detail in the final product. While some high level PWs are detailed enough for obligation, they may be inadequate when reviewed by an auditor. Hagerty strives to prepare highly detailed, audit-ready projects that contain accurate information at a high level but also the necessary supporting documentation to validate the information in the project. That effort, combined with thorough document management, has allowed Hagerty clients to avoid adverse audit findings. As proof of our risk management capabilities, Hagerty has supported over \$24 billion in federal recovery funding with \$0 of de-obligations as a result of DHS OIG audits.

Other Grant Support

Hagerty excels in creative and innovative use of the full arsenal of federal recovery programs on behalf of our clients. Our approach specifically to HMGP and CDBG-DR are detailed below.

Assist in the Development of Hazard Mitigation Proposals under Sections 406 and 404 of the Stafford Act

Every PA permanent work project will be assessed for potential 406 mitigation opportunities on top of the Code and Standards requirements within the State of Florida. Our professionals understand how to maximize the available mitigation dollars under 406 for both permanent work under the standard PA program and under the 428 Program utilizing the PA Program and Policy Guide Appendix J to seek up to 100 percent on top of the project costs in pre-approved mitigation measures and developing benefit-cost analyses (BCAs) for mitigation measures not on the approved list.

Hagerty also has extensive experience in navigating FDEM's Three-Tiered approach for the 404 Hazard Mitigation Grant Program and is aware of the currently proposed rule changes to Florida's implementation of the 404 Program. Even during blue skies, Hagerty can support the customer in developing viable 404 projects to take advantage of funding available under Tier 3. For a recent client, Hagerty executed a mitigation review, which resulted in 50 Section 406 hazard mitigation proposals valued at over \$250 million and expedited development of an expanded SOW for 70

additional Section 404 Hazard Mitigation Grant Program (HMGP) applications. To date, nine 404 HMGP applications have been approved, resulting in \$270 million in increased disaster resiliency measures.

Support the CDBG-DR and CDBG-MIT Program

Hagerty has a diverse background in assisting disaster-impacted communities eligible to receive CDBG-DR funds for long-term recovery needs following a major disaster. Because of our understanding of these programs, we offer the right professionals across all program phases, from development of an Unmet Needs Assessment (UNA) to project closeout. Hagerty's approach to supporting the customer may include the following tasks:

- » Unmet Needs Assessment and Action Plan Development: In order to support the allocation of CDBG-DR funds, the UNA outlines the type and location of community needs, enabling the customer to target limited resources to those areas with the greatest need. The UNA must evaluate three core aspects of recovery: housing, businesses and the economy, and infrastructure. Our professionals will collect, review, and analyze data and incorporate resilience and mitigation to craft a robust assessment of unmet needs.
- » Program Implementation: Overall technical assistance provided during program implementation may include development of the CDBG-DR Action Plan and support to execute the Action Plan. Staffing during Program Implementation will be contingent on the needs of the customer. For example, if the greatest unmet needs are around housing, we may provide staff with deep experience in housing rehabilitation programs.
- » Program Monitoring: An important part of program monitoring will be preparing the customer for HUD and state monitoring and establishing appropriate methods early in Program Implementation is important to assure the overall success of recovery. The Hagerty team will follow the procedures outlined by HUD for monitoring all CDBG and CDBG-DR activities. In addition, we will conduct an initial risk assessment to determine program risk factors and financial management capacity. After determining risk, we will establish a schedule to regularly monitor risk and provide additional technical assistance to build capacity.
- » Program Closeout: In order to support Program Closeout, Hagerty will first file closeout forms on completed projects, including final quality control reviews to ensure all appropriate documentation is captured. We will also provide technical assistance to the customer to assure the staff understands required reporting systems.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Hagerty Consulting Services, Inc. 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:

- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

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:			
FEIN:	37-1431085	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.hagertyconsulting.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Katie Freeman		
Email:	katie.freeman@hagertyconsulting.com		
Phone:	847-492-8454	ext.	119
Address:	1618 Orrington Avenue, Suite 201		
City:	Evanston		
State:	IL		
ZIP:	60201	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Katie Freeman		
Email:	katie.freeman@hagertyconsulting.com		
Phone:	847-492-8454	ext.	119
Address:	1618 Orrington Avenue, Suite 201		
City:	Evanston		
State:	IL		
ZIP:	60201	+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.

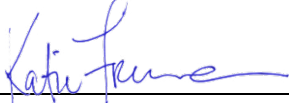
Hagerty Consulting supports our clients to prepare for, respond to, and recover from disasters and other emergencies. With nationwide expertise and a local focus, including an office in Tallahassee and professionals located across the State, our professionals stand ready to serve the needs of Florida.

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: HAGERTY CONSULTING SERVICES, INC.

Respondent Federal Employer Identification Number (FEIN #): 37-1431085

Authorized Signature:  _____

Print Name: Katie Freeman

Title: Director of Operations

Date: 6/8/2020

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.
