



**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 **FCMC LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

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

II. Renewal Term.

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

III. Contract.

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

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

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

IV. Statement of Work.

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

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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

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- 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:

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- 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.

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- 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

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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 |

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| | | | |
|--|--|------------|-------|
| 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

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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.

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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

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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.

FCMC LLC

DocuSigned by:

Frank McColm

**Frank McColm
President**

2/17/2021 | 1:22 PM EST

Date:

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

DocuSigned by:

Tami Fillyaw

**Tami Fillyaw
Chief of Staff**

2/18/2021 | 4:52 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 | FCMC, LLC |
|------------------------|------------------|

INSTRUCTIONS

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

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

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

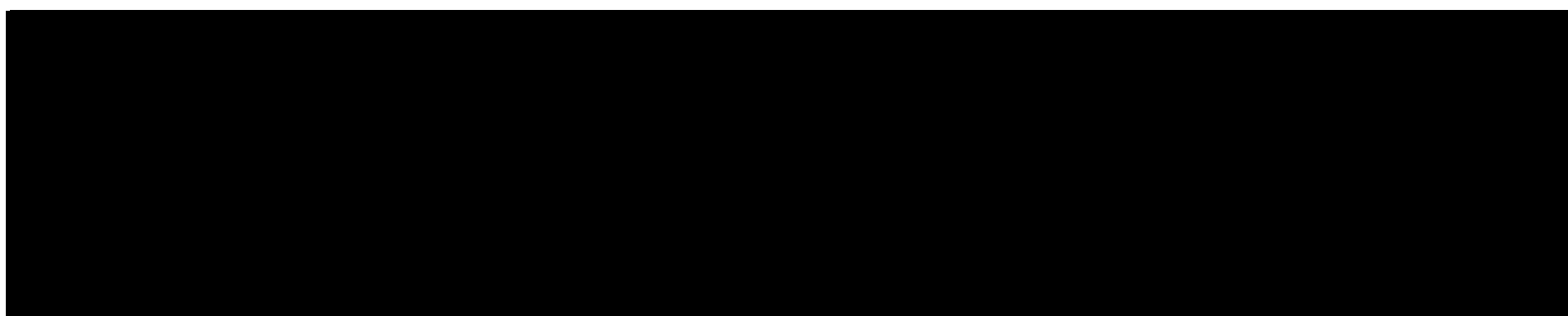
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

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

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

Service Category 1: Management Consulting Services

| JOB TITLE | <u>INITIAL</u> TERM HOURLY RATE | <u>RENEWAL</u> TERM HOURLY RATE |
|------------------------------------|--|--|
| Principal Consultant | \$208.00 | \$208.00 |
| Senior Consultant | \$162.00 | \$162.00 |
| Consultant | \$128.00 | \$128.00 |
| Junior Consultant | \$90.00 | \$90.00 |
| Program and Administrative Support | \$35.00 | \$35.00 |



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

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.



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Contract Exhibit C

When trust matters

MANAGEMENT CONSULTING SERVICES

PROPOSAL

STATE OF FLORIDA
Service Category 1: Management Consulting Services
RFP No: 06-80101500-J
Technical Proposal

Prepared for:

**State of Florida
Department of
Management Services**

Proposal Due:

June 9, 2020

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Department of Management Services
Attention: Mr. Joel Atkinson
4050 Esplanade Way, Suite 360.3Z
Tallahassee, FL 32399-0950

RE: RFP Number 06-80101500-J

Dear Mr. Atkinson,

FCCM, LCC is pleased to present this response to the management consulting component of RFP Number 06-80101500-J for your consideration.

Florida is our corporate home, and many members of the FCCM family are native Floridians. While portions of our team are located in various areas nationwide, Florida is where we conduct the majority of our business. We take pride in our contributions to making Florida great and take those responsibilities seriously. Most importantly, the relationships we have built over time clearly demonstrate our pledge to provide the most responsive, professional services possible.

We hope that you and your team find this information useful and trust that it meets your needs, satisfying all elements contained in RFP Number 06-80101500-J.

Sincerely,



Frank C. McColm, II
President and CEO
FCCM, LLC



Experience

FCMC, LLC is a dynamic professional services firm that combines a wealth of diverse staff experience with a client-oriented public service focus. The firm takes pride in the productive relationships we build with clients and the agility with which we meet their needs.

We have built a reputation on the quality of work and expert consultation we provide our clientele. A commitment to client success has resulted in a majority of new FCMC projects coming from previous clients or entities referred by them. The relationships we have forged are a testament to our ability to adapt to changing client needs while consistently producing high-caliber deliverables and service. **In Florida alone within the last three years, we have managed or provided strategy consultation for over \$2 billion dollars in federal and state funds throughout various stages of program life cycles.** FCMC staff have worked with hundreds of units of local government throughout Florida in delivering services on behalf of our clients. Our innovative business model prioritizes operational efficiency, resulting in lower costs to the client without sacrificing high quality-service.

Our experience with both state and local projects has quickly placed FCMC at the forefront of public sector management consulting. By leveraging the team's collective planning, management, and federal and state grant expertise, we work to ensure that program and project dollars make it to the street and have a meaningful impact on communities. To do this, the FCMC team applies project implementation skills with state and federal regulatory compliance experience - such as 2 Code of Federal Regulations 200 and Chapter 215, Florida Statutes - to deliver program efficiency while maximizing the customer experience.

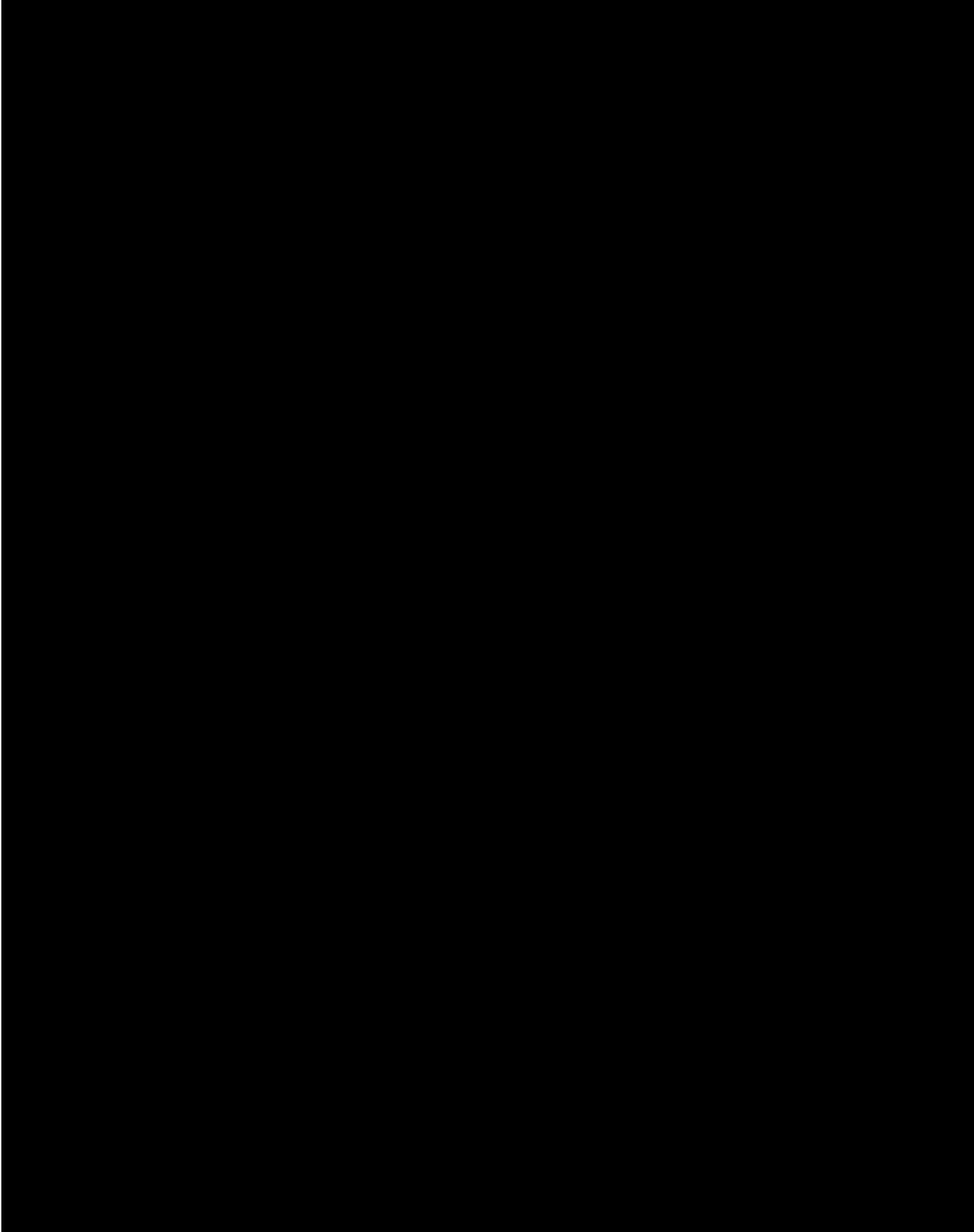
FCMC's portfolio of program management ranges from disaster recovery and hazard mitigation projects to transportation planning and agricultural programs. **A prime differentiating factor in FCMC's work is our team's demonstrated success in applying flexibility and adaptability to meet client needs.** For example, during the 2018 Eastpoint Wildfire in Florida, FCMC was engaged by the Executive Office of Governor to rapidly deploy immediately after the fire, meet with federal, state, and local officials, and develop a strategy to help the community begin a path toward recovery. In this instance, no federal disaster funding was available and no playbook existed on how to best navigate the situation. Ultimately, through FCMC's efforts, the State obtained temporary housing for all displaced families and secured funding for the County to support permanent housing solutions.

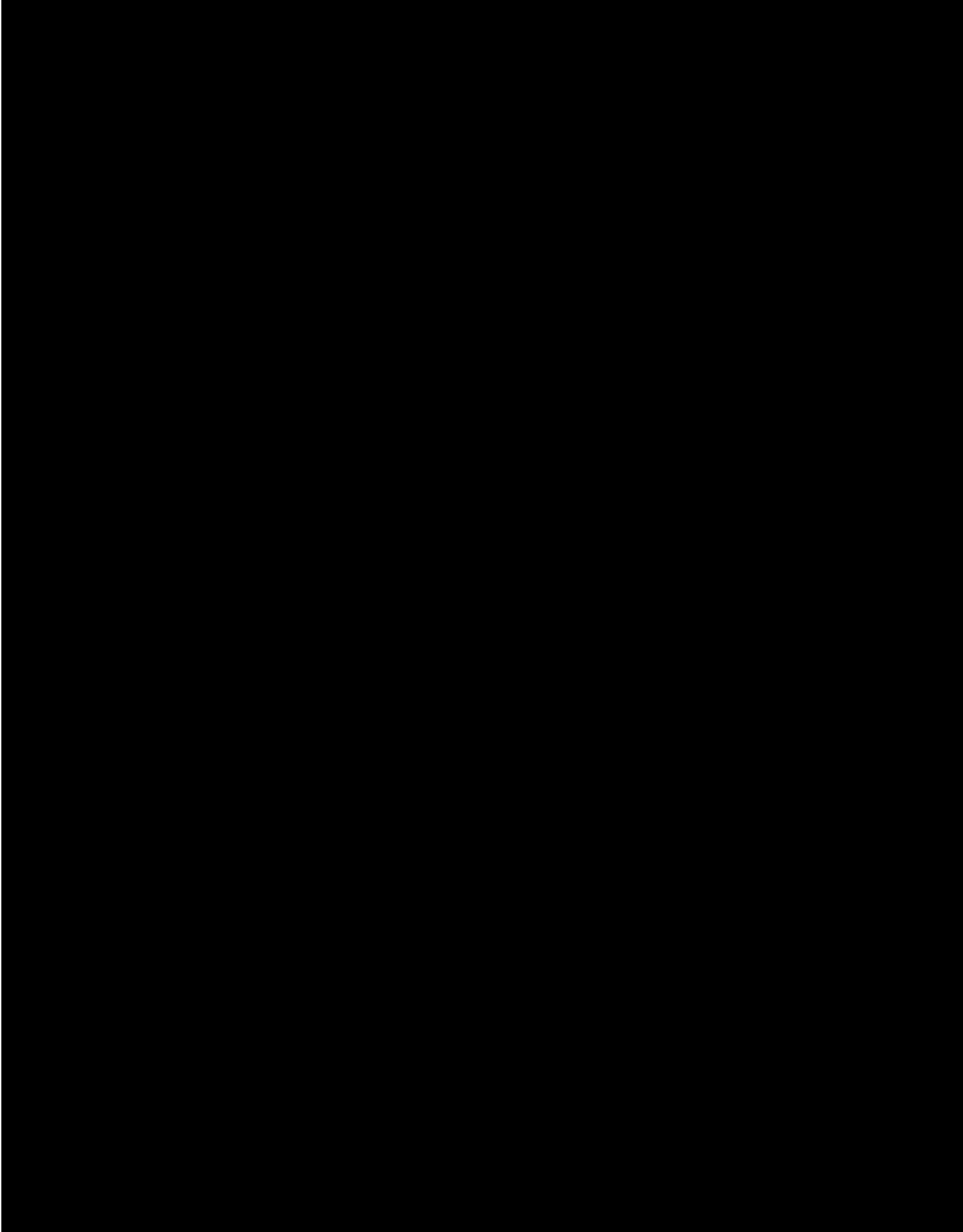
We empower our staff with the tools and support they need to guarantee unparalleled skill, creative solutions, and exceptional customer service on every project. All staff are W-2 employees that enjoy access to benefits and support systems that match our larger competitors, while retaining an agile operation that minimizes internal bureaucracy and cumbersome administrative processes. Staff morale and career satisfaction are consistently high, which is positively reflected in the quality of our work. **FCMC deliverables have been published by our clients in print and electronic media.**

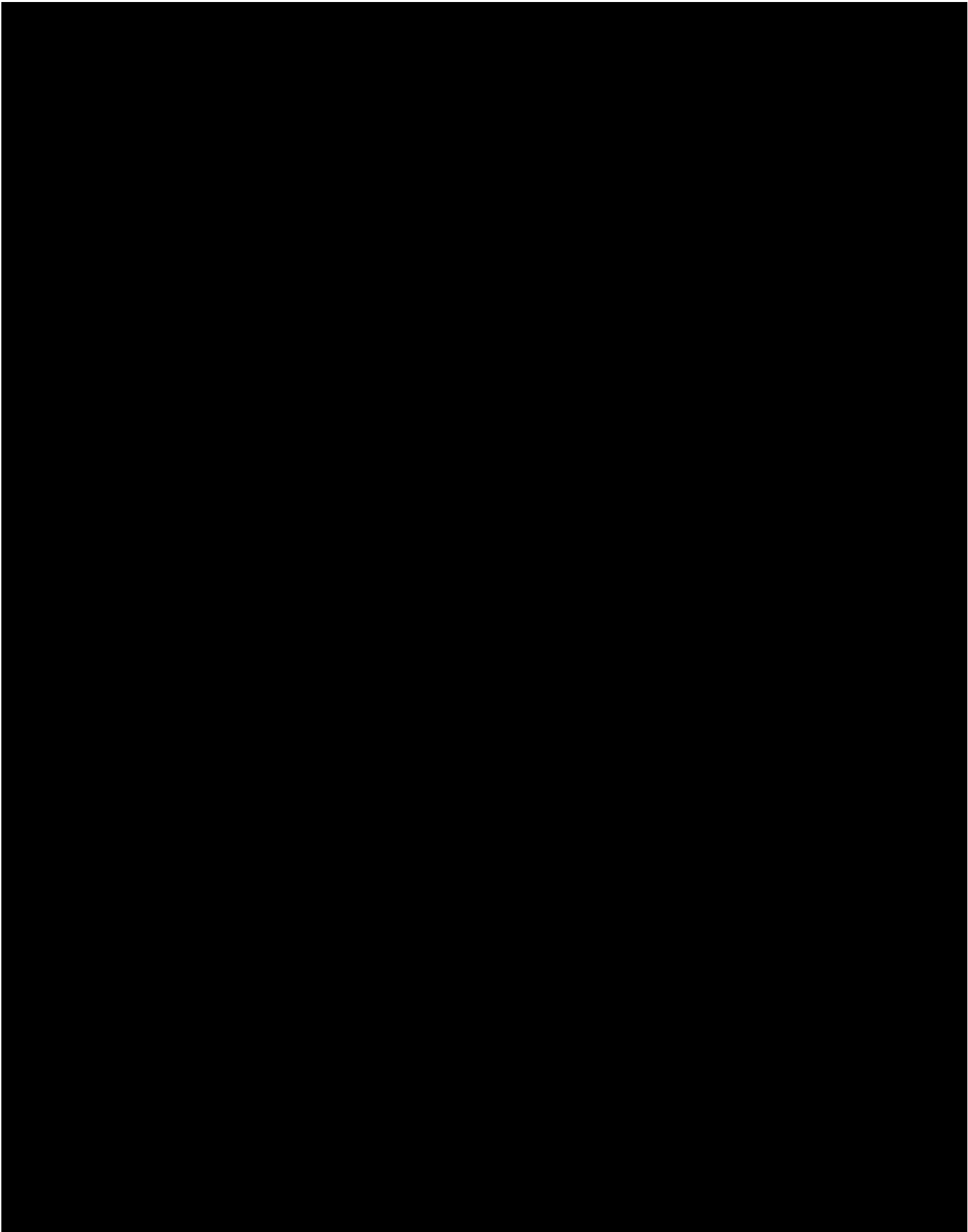
FCMC clients have full access to the collective expertise of every member of the FCMC team. Principals are actively engaged with client communications and project performance. Project managers ensure that projects are completed within the scope, schedule, and budget, and that service delivery sets a new bar for client satisfaction. **Within the last three years, we have delivered under budget on over seventy-five percent of our engagements.** A tight-knit professional group, the team at FCMC works efficiently and effectively to deliver actionable plans and completed projects while maintaining frequent and open communications with clients. We are committed to performing on time and on budget and are continuously on call to meet the client's needs. The FCMC management consulting projects detailed in the following section constitute a representative example of recent contracts relevant to the solicitation.

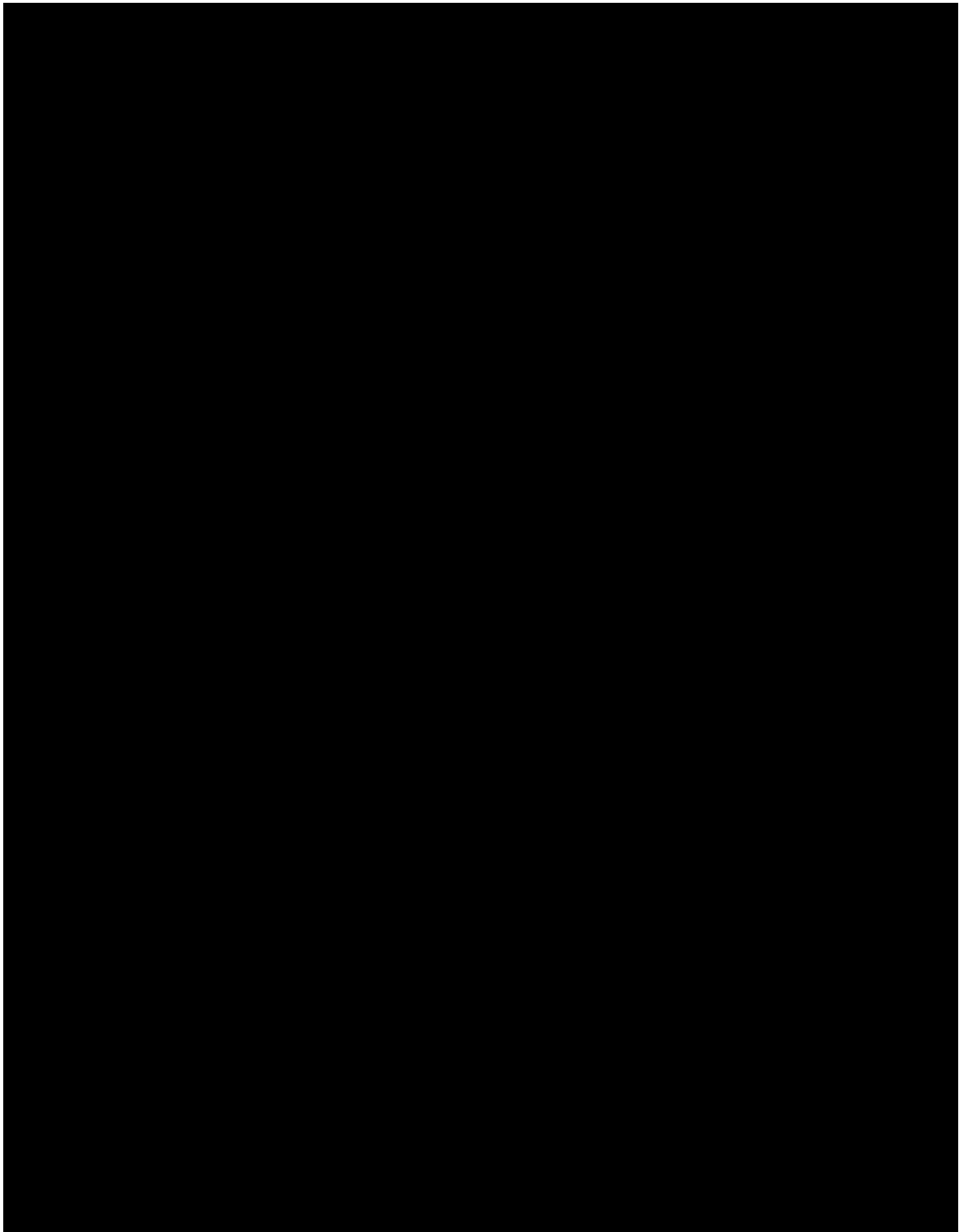
Management Consulting Projects

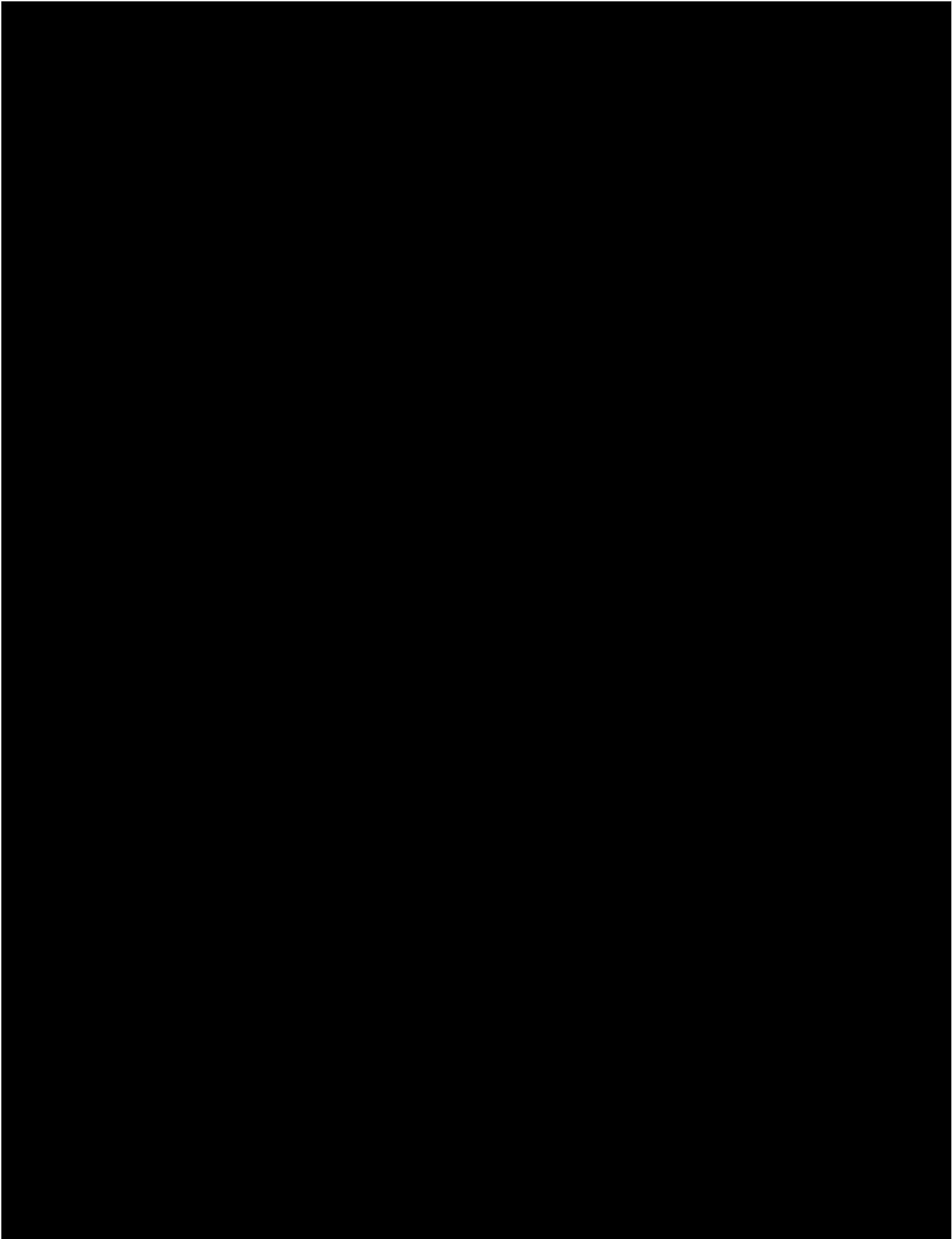


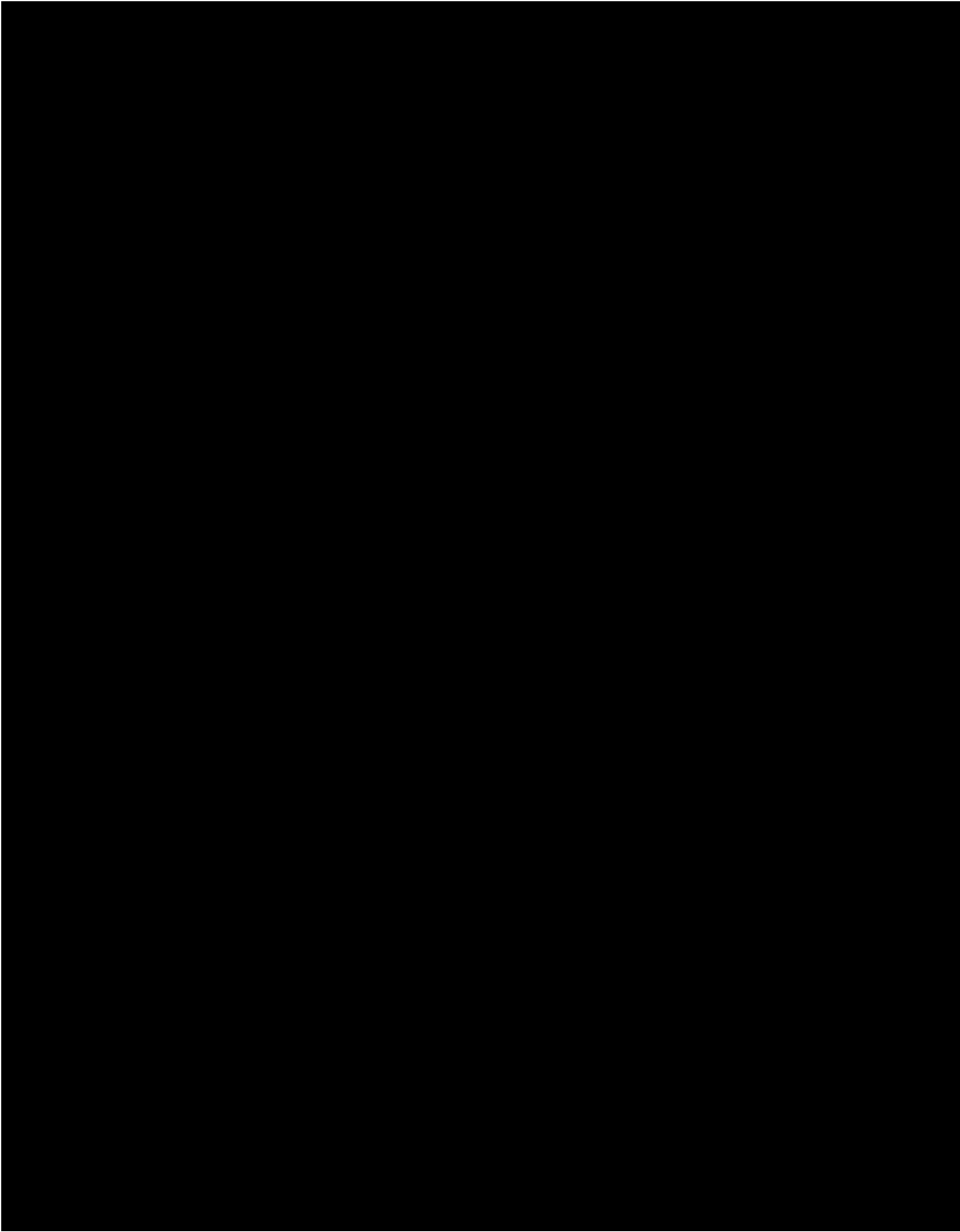


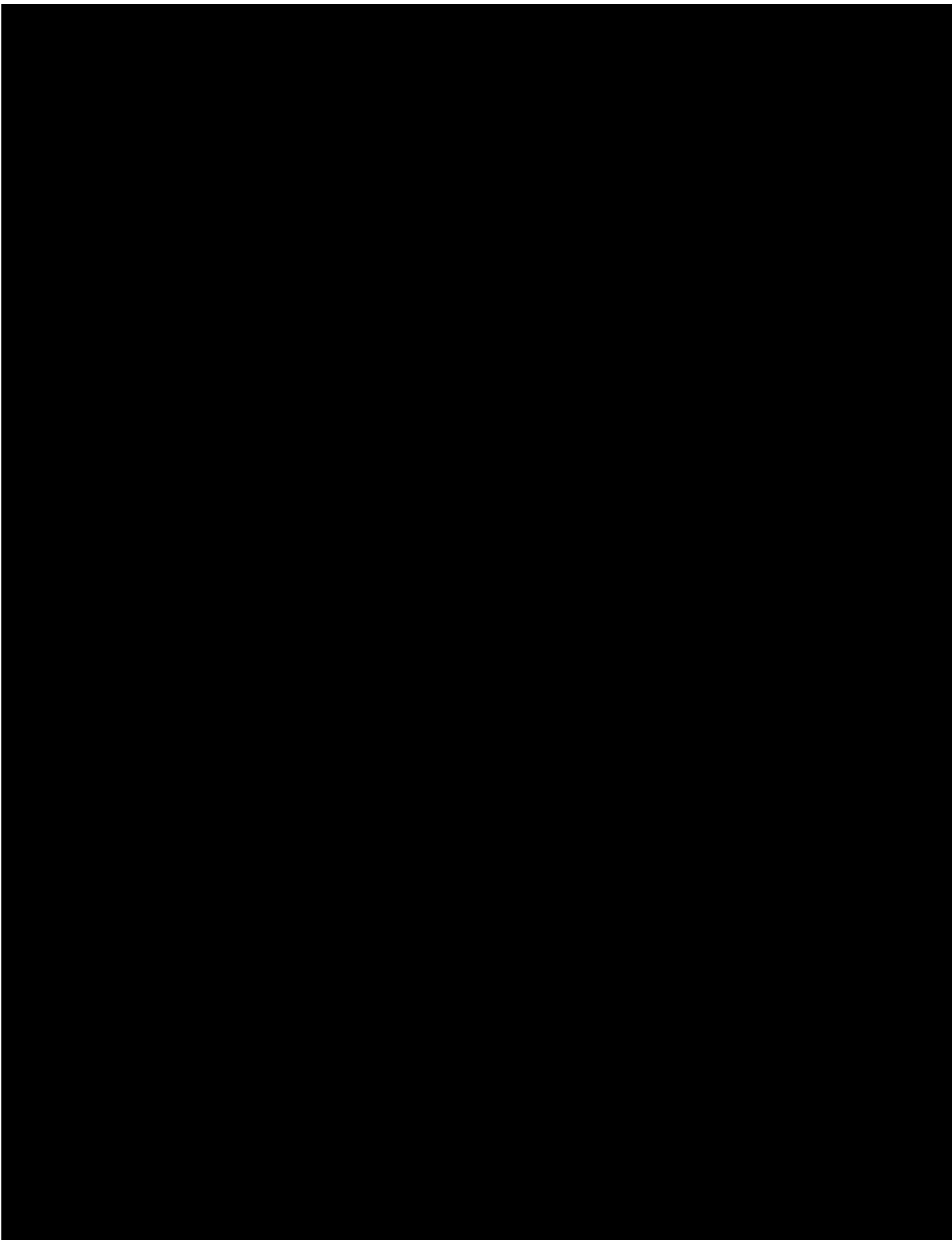


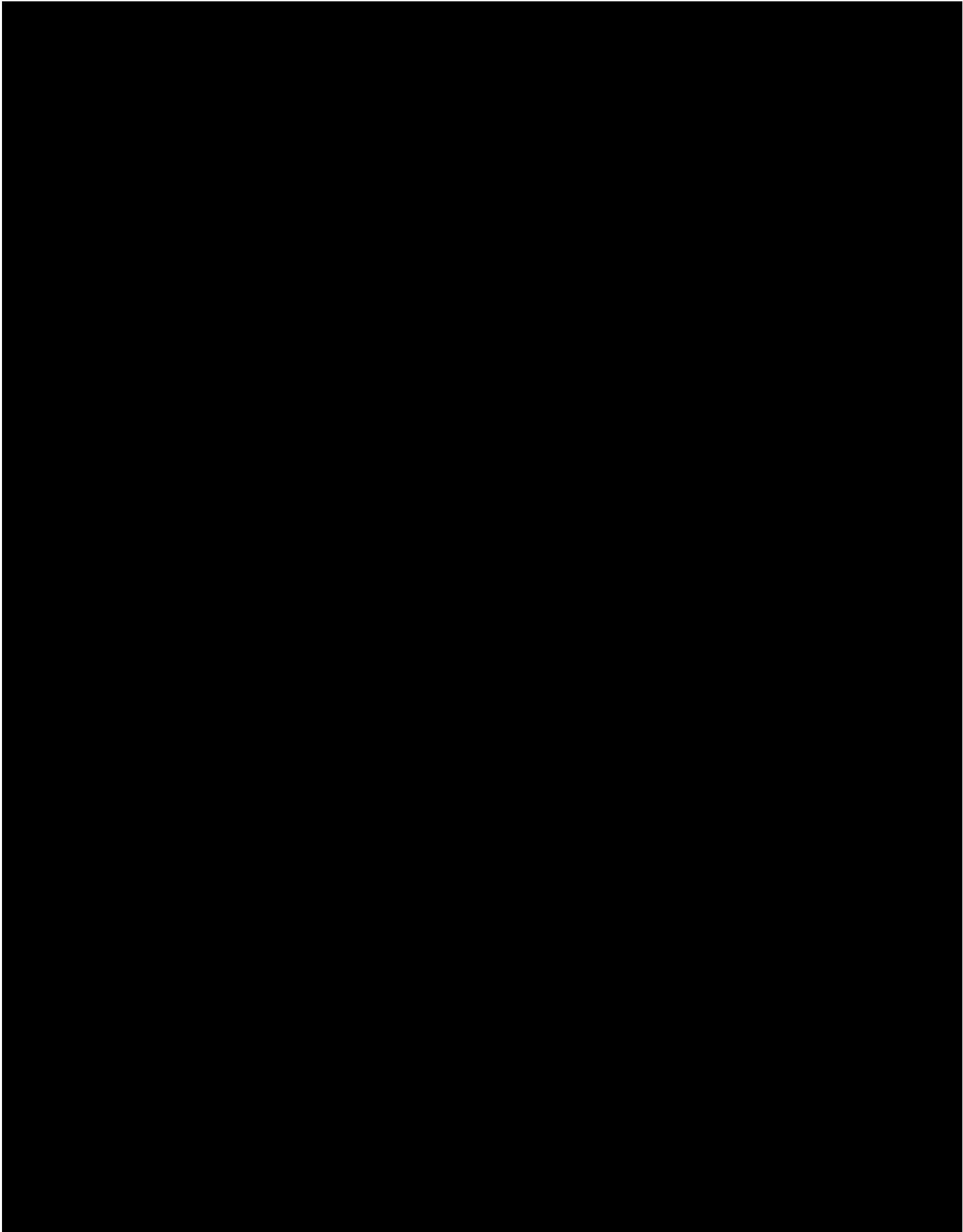


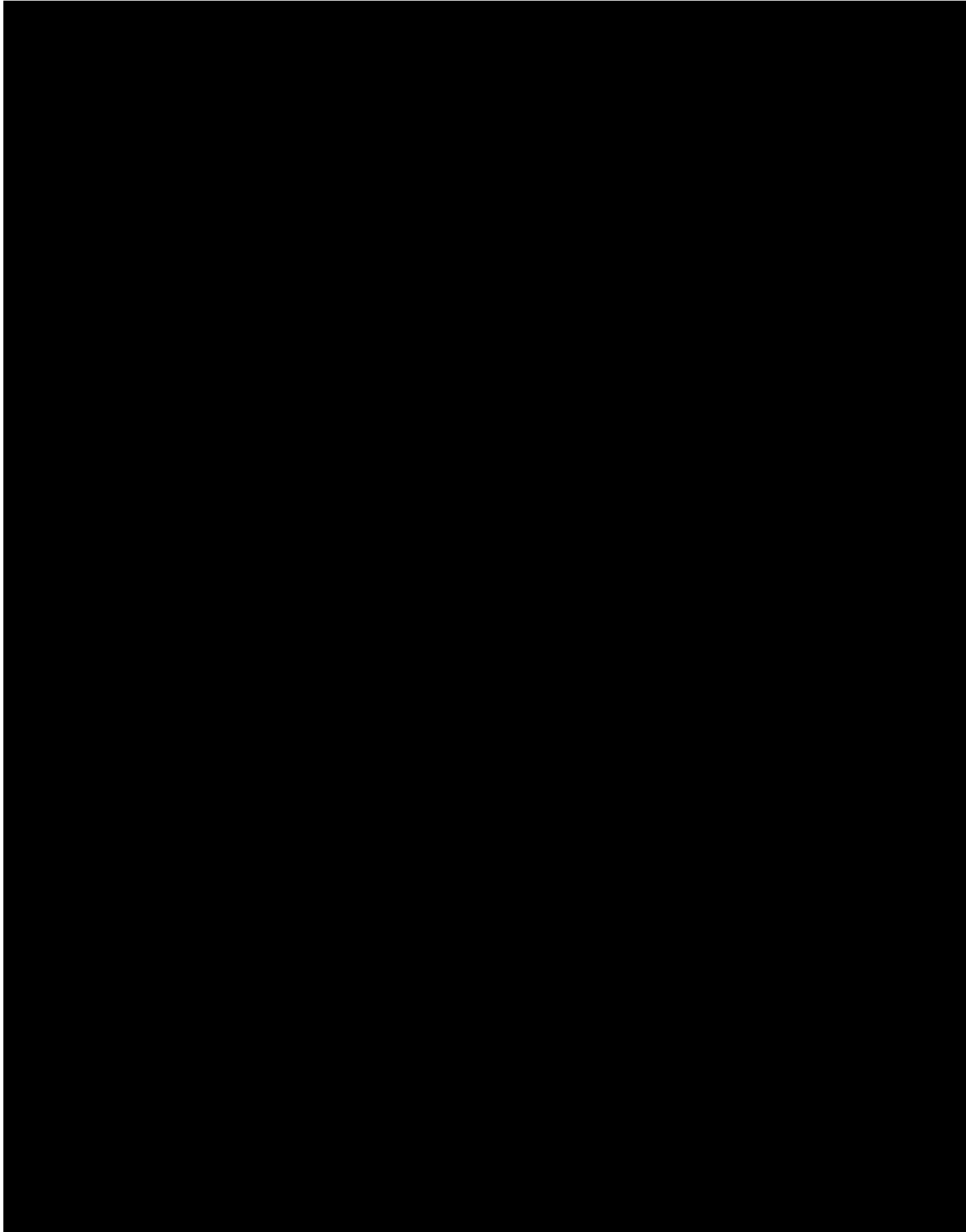














Services and Proposed Solution

The FCMC team is fully prepared to deliver management consulting services statewide by capitalizing on our team's diverse knowledge and skill sets. FCMC team members have long-standing experience working in Florida under the Executive Office of the Governor, Legislature, a wide variety of state agencies, and in public-private partnerships. All staff are oriented toward public service. The attached *Team Resume Appendix* highlights the staff that will administer services through the contract. FCMC will augment this list with additional staff 'as needed' to meet engagement needs.

Capacity and Ability to Perform

With our experienced, diverse and innovative staff, FCMC is well positioned to perform the services associated with management consulting. We are equally able and willing to take the lead in meeting the needs of state leaders or to serve in a support role to fill organizational gaps. We have experience with large-scale projects and highly-focused projects that require the skills of a single member of the team. Similarly, we have extensive experience staffing to the specific needs of a project through its life cycle. Ultimately, we ensure that we are meeting the specific needs for each project and maintaining a high level of service.

Our team is fully capable of providing comprehensive program management and support services to the state. FCMC has the staffing resources and experience necessary to manage our existing workload and to support the state on any new engagements, no matter how large or small. FCMC staff members are prepared to perform necessary tasks and are ready to deploy upon notification of award. An engagement schedule of specific deliverables will be developed in coordination with the state. Our team is available to engage in on-site work for extended periods of time or through on-call services remotely on an as-needed basis. Our agile, geographically diverse team is able to adapt quickly amid the ebbs and flows in federal and state funding and service cycles. This allows us to harness a broad range of expertise and experience from all members of our team to support any need from the state that may arise.

Staffing Methodology

The FCMC approach to staffing will be consistent throughout the term of the contract. FCMC utilizes our administrative systems to effectively track hours and other productivity metrics, accurately and competitively price engagements, and staff projects appropriately. Our focus is having the right people performing the right task in the right way and at the right time to generate efficiency and cost savings. We match the appropriate staff skill set and experience level for each task within the project and review the proposed team with the client prior to commencement. Further, FCMC maintains relationships with a variety of other companies and resources that serve as additional bench strength under subcontract arrangements to secure the best value and service for our clients.

Proximity



Our geographic distribution throughout the state and agile company operating structure allow our teams to deploy rapidly and for prolonged periods of time, when necessary. We can provide remote support from our offices or co-locate in state facilities to offer more direct assistance. Whether on- or off-site, our teams stay in close communication with our clients and always prioritize exceptional work products and customer service.

Proposed Solutions

Consulting on Management Strategy

FCMC's strategy consultation is grounded in proven business management theory and data-driven analysis. Our innovative solutions have helped public sector clients execute winning strategies across all corners of Florida and beyond.

We offer a third-party, expert perspective on organizational challenges and navigating change. Our seasoned professionals offer impartial guidance on problems and solutions – recognizing that management strategy consulting often stems from a need for added management capacity and/or fresh, outside perspective. Our team helps the client consider every angle in decision-making, assessing high-level agency issues objectively. We take a holistic look at targeted issues and give advice on how clients should approach them.

When working with organizations to chart a course toward key management goals, we focus on achievable steps captured in an action plan, which includes:

- Coordination and efficient alignment of resources
- Public/cross-departmental involvement
- An honest assessment of risks and proper communication to the team
- Development of a realistic strategy
- Plan evaluation
- Plan adoption and implementation
- A firm commitment to continuously review and improve the plan
- Flexibility and ability of the plan to adapt and evolve over time
- A reflection of the organizational mission and unique context

After plan approval, we then work with clients to develop and successfully complete projects and/or implement processes - all with a measurable return on the investment of taxpayer dollars. We prioritize decision-making founded on demonstrative data and statistical methodology, rather than assumptions and guesswork. In doing so, we focus on helping our clients achieve quantifiable financial returns from any project.

Our management strategy solutions involve working with clients to attain stable and predictable process outcomes by decreasing process variation and forecasting for internal and external change factors. Reaching this sustained quality improvement requires participation from the entire organization, with engagement from senior leadership.

Any selected management strategy should be a logical extension of the agency's ethos and core values. FCMC is committed to listening to the client to form an approach and strategy that is a reflection of the organizational mission and is sensitive to the team dynamics and culture. At the same time, while each client's specific needs and organizational context differs, we strive to implement best practices based on scalable, repeatable models.

Project Management

FCCM has cultivated a strong team of project managers and a robust set of internal procedures based on our extensive experience managing projects for the State of Florida and for local governments within the state. Many members of our team have direct experience as state employees and have a strong awareness of state processes and procedures, as well as a firm understanding of requirements related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

In some instances, like Hurricane Irma HMGP, FCCM staff have been contracted by the state to manage portions of a larger program. In other instances, like the Citrus Recovery Block Grant Program (CRBG), FCCM was contracted to design and implement an entire program of \$340 million in federal funds. FCCM's design and management of the CRBG program has been applauded by both state and federal officials at the highest level.

One of the reasons for FCCM's success in project management is our agile corporate structure and multidisciplinary team, which allows us to deploy teams around the state with diverse knowledge of an array of state and federal programs. Whether the project is a statewide transportation plan or a site specific hazard assessment, our team has the knowledge and skills to effectively manage the program from design through implementation and closeout.

FCCM utilizes consistent project management processes, methodologies, tools, and techniques across all functional units described above to ensure goals and objectives are achieved in accordance with client standards and expectations. While staff maintain a high level of industry-specific knowledge and experience, intimate knowledge of project management best practices ensures a systemic, disciplined approach to planning and managing projects. Our project management techniques are part of a living process that is built upon years of practical continuous improvement methodology. Projects are planned and organized by five main phases: Project Initiation and Mapping, Plan Development, Implementation, Controlling, and Project Closeout.

Project Initiation and Mapping

The first phase frames the project manager's responsibilities within the context of the client's specific needs. As part of the project initiation and conceptualization, FCCM reviews organization objectives and expectations, establishes records retention and reporting structures, on-boards the project team, documents boundaries and anticipated challenges, refines communication and stakeholder coordination processes, and conducts risk mapping, profiling, and management strategy analysis. In this phase, the project manager focuses on preparation and knowledge-building activities, which will inform decisions on how to best move forward in meeting client needs through project delivery. Performance targets and benchmarking is also established during this phase.

Plan Development

The second phase involves the development of the project plan based on the scope of work, schedule of completion, defined roles and responsibilities, and identified deliverables based on the information gathered during the first phase. Project managers build the project plan on the foundation of work that was completed in the project initiation phase.

As a part of this process, FCCM senior staff work closely with the client to forge a strategic framework with critical milestones that guide the project delivery and outcomes. This framework also incorporates contingency planning and risk mitigation solutions based on findings from the initiation and mapping phase.

Implementation

Project implementation refers to the actionable steps taken to implement the plans developed in the second phase. Kickoff meetings, quality assurance protocols, weekly coordination calls, scheduled reports, and progress updates are enacted to ensure the project is executed based on client expectations and contract deliverables. FCCM employs various information technology tools during the project implementation phase.

Controlling

As a part of this process, FCMC senior staff utilize various internally-developed monitoring tools to ensure that projects stay on schedule and on budget while at the same time maintaining exceptional quality of deliverables and customer service to our clients. We are constantly improving our processes and updating our monitoring tools so that the experience we gain from our broad range of service areas is utilized on every new project.

Project Closeout

The last phase, Project Closeout, is the period of time used to gather all reports, data, and documentation needed to demonstrate completion and compliance with applicable federal and state regulations. Final project reports are developed to highlight project value and demonstrate that expectations were met or exceeded.

Our staff establish a pattern of close cooperation throughout the duration of the project, keeping agency staff updated on the project process, whether through periodic meetings, interim written reports, or project update presentations.

For successful project management, it is important to develop and adhere to a detailed work schedule listing project tasks, milestones, completion dates, and required meeting or reporting times. The schedule should also include any responsibilities and duties of the agency. We work together with agencies to create this schedule during initial negotiations and include it in the formal agreement.

Program Research, Planning, and Evaluations

A key component of FCMC's company structure is our Research, Data Analytics, and Reporting Unit. This unit is responsible for program research, planning, and evaluations, and brings a wealth of expertise from differing backgrounds in conducting applied research and analysis generating creative solutions to address the most complex client challenges. This unit has been deployed to conduct research and evaluations of existing public programs, as well as internal evaluations of FCMC's projects to ensure we are constantly adapting and improving our processes.

Members of this unit are versed in a broad range of subject areas from environmental, transportation, and economic modeling, to long term comprehensive planning for agencies and municipalities, business and demographic forecasting, and data interpretation and analysis. This unit also exhibits demonstrated experience in developing and implementing performance metrics that work. Staff come from multidisciplinary backgrounds, and several are published authors within their fields. An example of the depth of experience of this team is Senior Consultant, Marilyn Montgomery, who has a Ph.D. in Geography and Environmental Science. Marilyn employed geospatial analysis and economic modeling to quantify avoided losses due to wind and flood mitigation projects for Loss Avoidance studies for the State of Florida. She was Project Manager and an author of the Loss Avoidance Reports for both Hurricane Michael and Hurricane Irma.

FCMC has the ability to conduct detailed analyses and evaluations of programs across the state and to communicate the findings of those efforts via tools such as data visualization, graphics communication, policy and technical writing, story mapping, and geographic information systems. Our teams have direct experience presenting the findings of our studies and evaluations at statewide conferences and at community meetings at the local level.

The unit develops reports that are targeted to specific client needs, which encompass feasibility studies, organizational change strategies, benefit-cost analysis, policy recommendations, and original research, to name a few.

Assistance with Process and Productivity Improvement

FCCM staff have been trained in Six Sigma principles and demonstrate real world experience in implementing and managing process development and productivity improvement both internally as well as for clients. While the standard steps of process improvement - define, measure, analyze, improve, control - are a useful foundation, it is our practical experience and the resultant lessons learned that have driven value for our clients. Our experience with work systems and their integration and management have produced measurable efficiency improvement for client operations. We have actively supported clients from process owner identification, prioritization and mapping through development of performance targets, process management control plans, and value stream management

Our approach to process and productivity improvement is tailored to the client following a structured initial exploratory meeting to identify the objectives and better understand the operational environment through interaction with senior management. Listening to the organizational challenges, obstacles, and problems expressed by a senior leader provides our team with the starting point to develop a strategy to best engage with all stakeholders involved in processes to deliver measurable improvement.

Service provision activities may include but not be limited to the below activities which are customized for each client engagement.

Define customer and operational needs

Any organization must thoroughly understand and define customer needs which predicate and give meaning to operations. FCCM has experience in survey design and implementation, among other strategies for data collection, to inform organizational purpose and define operational needs. Traditionally, information gathered through this process also supports strategic planning activities.

Develop project charters

Often, following the exploratory meeting with senior management, a problem has already been clearly identified and action must be established and documented to drive the solution. FCCM has developed project charters and conducted team building exercises to assemble the appropriate staff and identify actions that result in real solutions. Project charters are a critical tool in this process and ensure focus remains on delivering solutions to the problem in the most efficient and effective way. Historically, FCCM staff work with leadership to select a client project champion that will drive the charter with FCCM support.

Map and document existing processes

FCCM has the tools and experience to conduct process mapping for the purpose of process integration, identifying and removing waste, and streamlining. FCCM has facilitated process improvement workshops with clients to analyze and discuss existing procedures and associated improvements. Typically, these activities result in immediate measurable improvement in process and staff morale, as well as produce reliable communication tools such as flowcharts and productivity tracking systems. FCCM also has demonstrated experience designing new processes based upon customer needs and service provision targets.

Conduct root cause analysis, barrier analysis, factor analysis and other problem solving and process investigation techniques

FCCM has the ability to employ various statistical and analytical tools and strategies to investigate problems and ensure that proposed solutions are the appropriate strategy to address problems. Each engagement requires use of these tools and strategies, however, each is customized for the specific client engagement.

Develop and monitor Key Performance Indicators and targets aligned with strategic plans

The development and implementation of key performance indicators at the organization and individual level is critical to the success of any entity. Real world experience with the development of metrics which are meaningful, properly aligned, and measurable is necessary for proper consultation with clients. FCCM staff follow a strategic alignment process to ensure that performance metrics are proper and designed for active and easy management. We understand that if something is not measured, it cannot be managed effectively.

Systems Alignment and Consolidation

Strategic alignment of an organization's structure and assets with its intended mission is critical to success. In the provision of public services this is particularly important as there are limited resources and constantly shifting needs and priorities. Organizations must continuously evaluate and update their programmatic systems to ensure that resources and personnel are being used to their full potential. Systems alignment and consolidation enables improved productivity by optimizing the contributions of staff, processes, and resources to achieve measurable objectives, diminishing waste and misallocation of time and resources.

Upon engaging with a new client and consulting on the client's intended goals for the engagement, FCMC can employ a number of tried and tested strategies for optimizing organizational structure and programs.

Reduce duplicative operational costs through organizational development plans

The FCMC team coordinates with the client to conduct a comprehensive analysis of the program's structure to identify potential areas of overlap or duplication of effort. Depending on the client's needs, this process of analysis can include remote communication and data sharing with the client for urgent updates to program structure, or it can include the FCMC team co-locating within agencies around the state for extended periods to conduct more in-depth structural analysis of a larger organization. The team converts that data into comprehensive reports and plans that contain actionable recommendations to consolidate and shift resources to improve the efficiency of the program or organization.

Develop streamlined and consistent systems and processes, and implement strategies to ensure cross-organizational alignment

In order to implement and sustain an organizational development plan, particularly within large organizations with frequently changing staff, it is essential to have defined roles and responsibilities within the organization and documented procedures for tasks. This can be accomplished by implementing systematized information systems and developing standard operating procedures. Members of the FCMC team were involved in the original development of Standard Operating Procedures (SOPs) for the Florida Division of Emergency Management and FCMC was later contracted by the division to conduct an update of the procedures. These SOPs have been instrumental in the onboarding and training of new staff members as the division has needed to increase capacity in the wake of disasters.

Bridge knowledge gaps through the use of systematized project management tools and regular reporting structures

FCMC develops databases and project management tools tailored to each specific project, as well as templates that can ease the generation of regular reports to track and disseminate project metrics. As part of the management of the Citrus Recovery Block Grant Program, FCMC developed a master tracking system to collect data on over 1,000 individual citrus producer applications and associated files. This allowed for effective management of workflow and the development of reports to the State of Florida and federal partner agencies.

Initiate enhanced and coordinated communication policies through regular meetings and communications protocols

State agencies face the challenge of ensuring effective internal communications within a large organization while at the same time maintaining consistent messaging and data flow to external partners and the general public. FCMC works with our clients to identify critical areas of concern and key data points that need to be communicated either internally or externally. We develop tailored communications solutions to fit the specific scale and speed of the project. Whether it is fifteen minute stand-up meetings held on a daily basis during an emergency situation, weekly reports to federal partners, or monthly conferences with external stakeholders, our team will develop customized templates and procedures to ensure there is effective communication for any project or agency.

Provision of Studies, Analyses, Scenarios, and Reports Relating to a Customer's Mission-Oriented Business Programs or Initiatives

FCCM has a seasoned team with diverse backgrounds in planning, public administration, economic development, environmental studies, real estate, business management, communications, law, engineering and other fields relevant to the state's numerous service areas. We have frequently been engaged to utilize our team's diverse knowledge and skill sets to conduct studies, analyses, scenarios, and reports both within Florida and in other states. We leverage our collective public and private sector experience to develop high quality work products that add value to our clients' programs and initiatives.

Many consultants produce plans and reports that are often developed with noble goals but are not adequately grounded in the fiscal and programmatic realities of the client, and are therefore left on the shelf and are never fully implemented. One of our primary objectives is to provide comprehensive data and reports that have realistic goals and actionable recommendations that allow them to be implemented by the client. Our team works closely with clients to identify specific needs and achievable objectives through a comprehensive engagement process with the client and stakeholder groups. We develop reports that include the financial impact of recommended changes that tie directly to available funding sources to ensure that plans are financially feasible and fiscally sound. This methodology has been informed by our prior experience working with public sector clients that have significant service needs that require compliance with federal and state regulations, but limited staffing and financial resources for program implementation.

One of FCCM's clients, the City of Asheville, North Carolina is in the midst of a major expansion of public transportation services and facilities as outlined in their recently approved Transit Master Plan. In order to maintain compliance with federal Title VI rules for equitable provision of service, and to maximize the use of limited funding in a fiscally constrained environment, the city engaged FCCM to conduct service analyses and develop a report that identified multiple scenarios for the provision of service. FCCM pursued a two-prong approach for the project, the first being a Title VI Service Equity Analysis to certify that minority and low income populations were not adversely affected by proposed service changes, and the second being a transit modeling analysis to ensure that every additional dollar spent on transit service would be used efficiently to increase ridership and the overall quality of service. The end result was a report that optimized service to populations that were most in need.

Following the majority of engagements with clients, FCCM produces reports and analyses which document the administrative record of work completed. Many of these documents require compliance with a variety of standards, regulations, and stakeholder expectations.

Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives

FCCM has extensive experience providing advisory and assistance services to state agencies and local clients throughout Florida. Our provision of these services is unique in that all members of our team, from the Principal to the Consultant staff, are trained to provide full support to the client and are made available at all times during the engagement. This team structure ensures that clients receive expert advice and technical assistance on decisions made throughout the life cycle of a project or task.

Our approach when working on a new engagement is to conduct an in depth consultation with the client to fully understand their mission-oriented business programs or initiatives. We then conduct internal research on the program to identify solutions and best practices that can be incorporated into the client's program structure. Finally, our team develops any necessary systems or procedures to facilitate the engagement and provide direct technical assistance and advice to the client on implementation. We establish a holistic view of the situation and assist the client wherever the need arises. Our ultimate goal is to ensure that state programs and services are provided with maximum efficiency and customer satisfaction.

FCMC served in an advisory capacity to the state during the development of the Timber Recovery Block Grant Program. Over the course of a year, the Principal and Project Manager provided technical assistance to staff from the Executive Office of the Governor while the state was in discussions with the federal government to receive block grant funding. FCMC's staff advised in high level meetings between the Director of the Division of Emergency Management and the Secretary of Agriculture to facilitate a coordinated state response that ensured Florida received the largest amount of federal funding possible.

Quality of the customer experience is critical to FCMC's work product, both for the client and for the end user, the citizens of Florida. During FCMC's management and implementation of the Florida Citrus Recovery Block Grant Program (CRBG), the project team provided direct technical assistance to citrus producers remotely and in offices across the state. This allowed the producers to more easily apply for the program and to receive financial assistance from the state in a timely manner. The end result was extremely positive reviews of the program from industry stakeholders and individuals participating in the program. The Governor has consistently and publicly identified the CRBG as a model for efficiency and quality in the administration of state programs and provision of services to the people of Florida.

Assistance with Policy and Regulation Development

Our policy experts carry extensive experience providing consultation in creating and amending Florida Statutes, appropriations, and rules in the Florida Administrative Code. They are also adept in practical communication and explanation of statutes and rules in clear, plain language. The same skills apply to internal organizational policy and regulation development and communication.

Specifically, FCMC staff has experience supporting state executive branch staff with implementation of Florida's Administrative Procedures Act (APA) located in Chapter 120, Florida Statutes. To support future engagements for policy and regulation development, FCMC has the capability and capacity to support the rule-making process required by the APA. While FCMC does not have attorneys on staff dedicated to rulemaking and does not provide legal advice related to this service offering, staff's prior experience and knowledge can support:

Drafting language and documents for the purpose of capturing and conveying agency procedures that are used for implementing, interpreting, or prescribing law or policy that is the responsibility of the agency.

Supporting the rule adoption or modification process to include but not be limited to:

- Drafting language for a notice of proposed rule development, proposed rulemaking and notice of rule change to be published in the Florida Administrative Register (FAR).
- Drafting language for a notice of proposed rule development, proposed rulemaking and notice of rule change to be published in the Florida Administrative Register (FAR).
- Assisting in coordination of outreach and logistics for scheduling and conducting meetings, hearings, and workshops related to rule notices.
- Compilation and organization of affected person challenges, petitions, and feedback for agency processing and consideration.
- Supporting notification procedures for emergency rules for agencies that are authorized to do so.
- Conducting research and developing statements of estimated regulatory (SERC), where necessary.

FCMC's experience with program administration and project implementation of public sector initiatives gives the team a unique users' perspective on the impact rules and policies have on the citizens of Florida.

Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and Other Related State and Federal Grant Programs

FCCM brings an unparalleled understanding and applied experience of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and related programs in Florida. FCCM's grant management team is responsible for maintaining expertise in all phases of contract and grant cycles. Individually, staff have administered and/or provided consultation on a variety of additional state and federal grants under agencies such as FEMA, USDA, DOE, DOH, HUD, and DOT. Several also hold the Florida Certified Contract Manager designation.

Our grant management solutions range from contract and grant development to program implementation, continuous evaluation and audit, and closeout. Grant management staff are versed in federal and state programmatic standards and prerequisites, as well as statutory and regulatory requirements associated with program activities. This includes maintaining compliance throughout an entire program lifespan.

Team members have demonstrated experience in providing direct technical assistance to clients in scope of work conceptualization, budget development, document compilation, program communications, and all other aspects of implementation.

Our approach to comprehensive grant management services varies according to the client's specific needs. We are prepared to deliver cradle-to-grave services for any need related to 1) developing a new grant program, and 2) managing a new or existing grant program.

In addition to our general grant approach, we also offer specific, targeted solutions for a full suite of Stafford Act and other federal and state programs:

Stafford Act Programs and Responsibilities

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation Program (PDM)
- Flood Mitigation Assistance (FMA) Program Public Assistance (PA) Grant Program
- Individual Assistance (IA)
- National Flood Insurance Program (NFIP)
- Floodplain Management and Protection of Wetlands Mitigation Planning
- Program Administration by States (PAS)
- State Hazard Mitigation Plan (SHMP)
- Disaster Recovery Coordination under the National Disaster Recovery Framework (NDRF) Section
- 428 Alternative Public Assistance Program
- Federal Community Disaster Loans

Related Programs

- Hurricane Loss Mitigation Program (HLMP) – State of Florida
- Community Development Block Grant – Disaster Recovery (CDBG-DR) and Mitigation (CDBG-Mit) – U.S. Department of Housing and Urban Development (HUD)
- Citrus Recovery Block Grant (CRBG) - U.S. Department of Agriculture (USDA)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Section 104(d) of the Housing and Community Development Act

Grant Development:

- Working directly with the client to design the framework and structure of the grant program.
- Producing print and online grant application materials and systems.
- Creating and submitting an administrative work plan to the designated funding agency consistent with applicable regulations.
- Assisting with budget development, funding obligation, Long-Range Program Plan development and other financial and accounting support activities.
- Establishing and executing outreach plans on behalf of the client/grant administrator.
- Drafting Notice of Funding Opportunity documents.
- Developing website content, hotlines, and other methods of communication to promote grant program details and expand the reach to prospective applicants.

Grant Management:

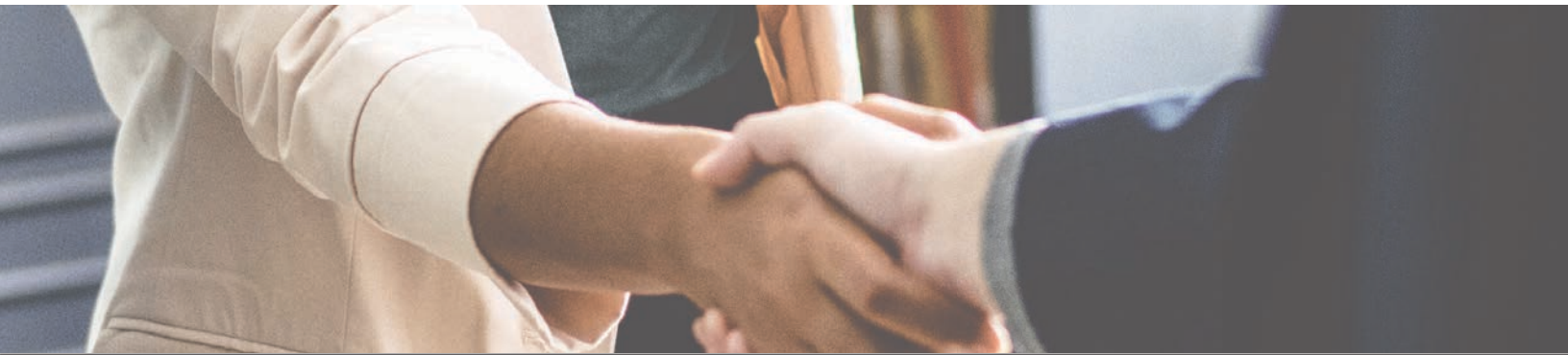
- Direct involvement in reviewing and/or approving grant subrecipient project proposals based on predefined program criteria.
- Analyzing project costs to ensure that applicant payments are reasonable, necessary, allowable, and allocable. Reconciling program budget and project costs.
- Ensuring timely processing of requests for reimbursement in compliance with the Florida Prompt Payment Act, among other state and federal requirements such as program eligibility for reimbursement. Evaluating subrecipient performance including but not limited to 2 CFR 200 compliance.
- Maintaining strict oversight of subrecipients for compliance with applicable laws, rules, regulations, and policies.
- Conducting final inspections and collecting field data to confirm that projects have been completed in accordance with the approved scopes of work and grant contracts.
- Tracking the progress of subrecipient project deliverables through periodic communications with subrecipients and quarterly reporting requirements, and/or other monitoring metrics.
- Performing final compliance reviews, site visits, and other final stage grant activities to ensure successful project and program closeout.

Quality Assurance

Work performed on engagements is subject to review from the QA team within FCMC with the project QA lead responsible for coordination of this effort. FCMC designs quality control procedures for each project based upon a project's risk profile and client objectives. These procedures are typically structured with a multi-tiered approach and follow a traditional 'define, plan, control, assess, improve' life-cycle. Quality improvements are immediately communicated to the project team and properly tracked through project delivery to realize value added and exceed quality standards.

Fundamental to the quality assurance process is the early creation and adoption of key metrics to assess goal attainment over the course of the project or consultation. FCMC defines these metrics based on client feedback during the project kickoff as well as through recommendations from the project team. Integrating core benchmarks and milestones into the work schedule further supports the QA process by establishing a trajectory against which staff measure performance.

Other quality control strategies FCMC frequently employs include product inspections, client feedback systems (regular project reports/updates, scheduled progress meetings, midterm and closeout evaluations), peer review processes, and internal audits by the firm's internal Compliance and Quality Assurance lead.



Trust is about more than just experience.

It's about a relationship. We bring more than outstanding expertise to our clients - our team is on-call, on-budget and on-point for every project.

We founded FCMC to address the need for a higher level of service in the delivery of management consulting services. Every single member of our team is committed to providing an exceptional client experience, whether it involves developing a new project or expanding upon an existing program. Our team recognizes that results are paramount and the reason clients continue to engage us.

We are dedicated to providing the highest level of customer service and quality of work at the best value in the industry. We look forward to supporting the State of Florida through this contract opportunity.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

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

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.
- 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.

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: | FCMC, LLC |
|-------------------------|-----------|

| | | |
|-----------------|------------------|--|
| FEIN: | 82-1736788 | *** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION *** |
| Website: | www.fcmccolm.com | |

Customer Contact

Contact for sales information, ordering, and billing questions.

| | | | |
|-----------------|--------------------|------|--|
| Name: | Frank McColm | | |
| Email: | frank@fcmccolm.com | | |
| Phone: | 386-530-0095 | ext. | |
| Address: | P.O. Box 12293 | | |
| City: | Tallahassee | | |
| State: | FL | | |
| ZIP: | 32317 | +4: | |

Contract Administrator

Contact for escalated customer needs.

| | | | |
|-----------------|--------------------|------|--|
| Name: | Frank McColm | | |
| Email: | frank@fcmccolm.com | | |
| Phone: | 386-530-0095 | ext. | |
| Address: | P.O. Box 12293 | | |
| City: | Tallahassee | | |
| State: | FL | | |
| ZIP: | 32317 | +4: | |

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

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: FCMC, LLC

Respondent Federal Employer Identification Number (FEIN #): 82-1736788

Authorized Signature:



Print Name: Frank C. McColm

Title: President, FCMC

Date: June 5, 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.
