



**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 **THOMAS HOWELL FERGUSON P.A.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

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

II. Renewal Term.

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

III. Contract.

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

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

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

IV. Statement of Work.

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

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

provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

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

b) Pricing.

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

c) Job Titles and Duties.

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

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

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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

- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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

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

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

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

d) Anticipated Preferences.

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

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

e) Services.

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

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

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

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

f) Request for Quote(s) Requirement.

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

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

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

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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

will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

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

4. *RFQ Format.* The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

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

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

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

Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
--	--	------------	-------

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

h) Contractor's Administrative Responsibilities.

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

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

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

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

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

j) Business Days.

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

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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

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

k) Routine Communications.

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

l) Contract Reporting.

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

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

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

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

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

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

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

3. Diversity Report.

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

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

4. Ad-hoc Report.

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

m) Business Review Meetings.

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

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

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

o) Contract Transition.

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

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

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

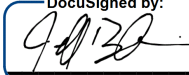
Telephone: (850) 488-8367

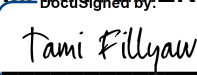
Email: Christia.Nunnery@dms.myflorida.com

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

THOMAS HOWELL FERGUSON P.A.

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

DocuSigned by:

1399528090E204F4...
Jeffery E. Barbacci
Managing Shareholder

DocuSigned by:

991450A211104A3...
Tami Fillyaw
Chief of Staff

2/19/2021 | 8:26 AM PST
Date:

2/19/2021 | 1:07 PM EST
Date:

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

Respondent Name	Thomas Howell Ferguson P.A.
------------------------	------------------------------------

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.

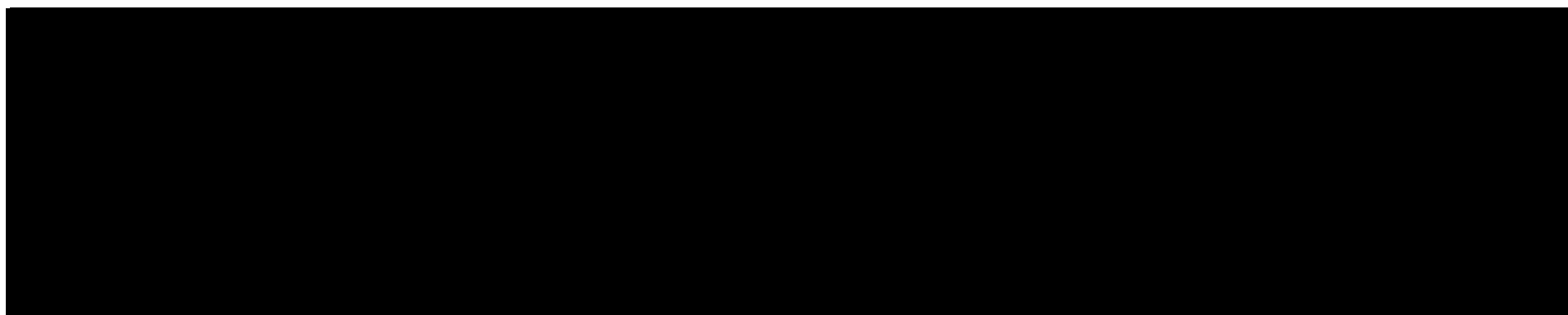
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

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	\$246.00	\$261.00
Senior Consultant	\$169.00	\$179.00
Consultant	\$148.00	\$157.00
Junior Consultant	\$126.00	\$134.00
Program and Administrative Support	\$79.00	\$84.00



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

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

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

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

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

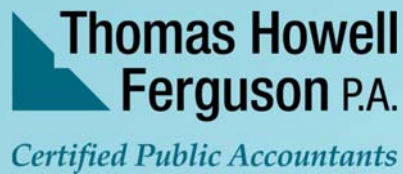
SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Proposal to Provide Services to the
Florida Department of Management Services
Technical Proposal - Service Category 1: Management
Consulting Services

RFP No: 06-80101500-J

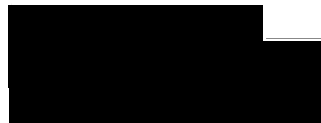
June 9, 2020



REDACTED COPY

This is a redacted copy to protect trade secrets, as defined and governed by Section 812.081 and Chapter 688 of the Florida Statutes, from the public records provisions of Section 119 Florida Statutes.

THF Contact:



www.thf-cpa.com
[p] 850.668.8100
[f] 850.668.8199
2615 Centennial Blvd., Suite 200
Tallahassee, Florida 32308

Experience - Summary

Thomas Howell Ferguson P.A. CPAs (THF) has successfully served the State of Florida as a vendor on the Florida State Term Contract (STC) for over 15 years. We have been providing consulting services, training services, project management, grant management, expert witness testimony, and many other consulting services to governmental entities since our inception over 26 years ago. We recognize the important role that governments play in our society and to our economy and we have dedicated a significant part of our practice to serving the government sector.

We have developed a team of professionals dedicated to serving state and local government agencies and we have grown our practice to nearly \$20 million in services provided on an annual basis. Our team consists of professionals Certified in Lean Six Sigma, Certified Contract Negotiators, Project Management Professionals, Certified Public Accountants, Certified Fraud Examiners, Certified Information System Auditors, Accredited Business Valuation professionals, professionals Certified in Financial Forensics, Certified Insurance Counselors and many others that bring subject matter expertise to our governmental clients. We have the diverse knowledge and skillsets, relevant experience, depth of resources, and a firm commitment to continue to be a trusted and reliable vendor for Florida.

THF has extensive experience performing management consulting services, which is demonstrated throughout our proposal. Some highlights of our experience include the following:

- ▲ THF is a regional firm based in Tallahassee, with multiple offices and over 140 team members available to serve the State.
- ▲ THF has successfully provided services to state agencies, local governments, quasi-governmental organizations, universities, and not-for-profit organizations since we were founded in 1993.
- ▲ THF's services to state agencies have ranged from small projects providing as little as 50-100 hours of work, to extremely large projects requiring in excess of 150,000 hours on an annual basis.
- ▲ THF has successfully performed numerous management consulting services to state agencies and their subrecipient entities in all 67 Florida counties. We have performed such services for multiple years and for multiple state agencies.
- ▲ **THF is headquartered in Florida.** We provide jobs to over 140 taxpayers on an annual basis with over 115 of those in our Tallahassee office.
- ▲ THF consistently receives high performance ratings from our state agency clients.
- ▲ Our professionals are not only experts in providing government services, but we are leaders in the industry as well. Our professional leadership experience includes participation in Federal Single Audit Roundtables in Washington, D.C., participation on the AICPA's Government Audit Quality Center's Executive Committee, and as speakers for the Association of Government Accountants, the Institute for Internal Auditors, the Florida Association of Counties, the Florida Institute of CPAs, and many others.
- ▲ THF has a wholly owned subsidiary specializing in disaster services that has helped the state of Florida payout nearly \$750 million to local communities impacted by hurricanes and other natural disasters.

We are proud to be a Florida based company, and we are proud to serve the great State of Florida. For more than 15 years we have provided cost effective and high-quality services to Florida's agencies and local governments on the State Term Contract. We look forward to the opportunity to continue serve as one of the state's trusted vendors.

"Our proximity to the main administrative offices of essentially all State agencies, departments, and divisions is a significant asset when performing these services."

Experience

Who We Are

Thomas Howell Ferguson P.A. CPAs is the former Ernst & Young office in Tallahassee, Florida with additional office locations in Tampa, Florida and Bainbridge, Georgia. Since our inception, we have created a culture that focuses on providing the expertise and resources of a national firm with the client service of a local firm. This has helped us more than quadruple in size since 1993.

There is a distinct difference when working with a regional firm comprised of experienced governmental professionals. Our people and the core values that we share are the foundation upon which our reputation was built. It is the same values and people that we will bring to participating Florida agencies, local governments, universities and state component units. THF has been recognized as the 205th largest accounting firm in the nation, as one of the 2019 Best of the Best Accounting Firms, and the 2019 Fastest Growing Accounting Firm in the Nation by *Inside Public Accounting!* In addition, THF was recognized as a 2019 Top 25 Ranked Florida Accounting Firm by the *Tampa Bay Business Journal*, and we have been recognized for our excellent client service rating with the Florida State Term Contract for financial and performance audits.

THF's focus on industry specialization (government, not-for-profit, insurance, commercial, employee benefits, and wealth management) and our concentration of technical skills along functional lines (consulting, audit, tax, technology, and disaster and emergency management services) reflect the firm's commitment to building superior service capabilities.

"We recognize the importance of quality and work hard to keep our pass rating for our Peer Review."

Our Commitment and Focus on Client Service

We are often asked what makes us different than our competitors. **The answer is our people.** We are a team of leaders in our profession, in our industry, and in our community. Our interaction with state and national leaders; our participation on committees, taskforces, and boards; and our visibility through speaking engagements around the state expose us to ideas, trends, issues, and opportunities that will benefit Florida's state agencies and government organizations. We complement our leadership with our commitment to quality and superior client service.

Superior client service is the cornerstone of THF's practice. We view our relationships with our clients as a valuable asset to the engagement process, because it allows us to have open and candid conversations that are critical for a successful engagement process. Our focus on industry specialization, combined with our emphasis on superior client service, equips our clients with a well-rounded professional team attuned to industry issues from both an operational and professional services perspective.

Range of Services

We have provided or conducted a full range of services to our governmental clients that include:

- ▲ Consulting on management strategy;
- ▲ Project management services;
- ▲ Program research, planning, and evaluations;
- ▲ Provision of studies, analyses, scenarios, and reports relating to mission-oriented business programs and initiatives;
- ▲ Executive/management coaching services;
- ▲ Customized training to achieve a management consulting objective;
- ▲ Assistance with policy and regulation development;
- ▲ Assistance with process and productivity improvement;
- ▲ Expert witness services in support of litigation, claims, and other formal cases;
- ▲ Advisory and assistance services relating to a 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;
- ▲ Development of cost allocation plans;
- ▲ Financial and technical training;
- ▲ Information technology and data security consulting;
- ▲ Operational reviews;
- ▲ Compensation studies;
- ▲ Strategic planning; and
- ▲ Political entity compliance services.

Experience

Professional Associations

We prioritize participation and leadership in governmental, not-for-profit, and professional associations. Several of our partners and staff are or have been members of the Florida Institute of Certified Public Accountants' (FICPA) Board of Directors, the American Institute of Certified Public Accountants' (AICPA) Government Audit Quality Executive Committee, the Committee on Relations with State and Local Governments, Governmental Finance Officers Association, Association of Government Accountants, local not-for-profit board of directors, the FICPA Educational Foundation, and others.

The environment for governmental entities has become very technical and additional rules and professional regulations are being issued at a dramatic pace. To ensure the quality of our service with respect to the governmental industry, the firm is an active member of the AICPA's Government Audit Quality Center (GAQC). This membership allows us to stay abreast of changes to accounting requirements, technical rules, and best practices. We are also held accountable to strict, government specific, quality control guidelines that are required for membership. Jeff Barbacci, our Managing Shareholder, is a member of the GAQC's Executive Committee. The GAQC Executive Committee is responsible for representing and training CPAs in regards to development of government accounting and auditing standards and Federal grant compliance at a national level. In addition, Jeff attends a Federal Single Audit Roundtable twice a year in Washington D.C. Our participation in those meetings provides first hand insight as to high priority compliance matters.

Our experience and participation with the FICPA's State and Local Government Section has kept us on the forefront of changes to reporting requirements applicable to government entities. *Government Auditing Standards* have experienced two complete revisions in the past decade. In addition, many new and highly technical government accounting standards have been issued at the same time. Our professionals have taken the initiative to stay abreast of these changes and have served as instructors at various FICPA continuing education seminars to present the relevant changes and the related audit impact to other CPAs in Florida.

Additionally, our experience on the FICPA's state and legislative policies committee keeps us proactively on the forefront of legislative issues that could impact local governments. Our participation allows timely notification of those issues to our clients so that we can provide real world insight and suggestions to the legislative process.

Federal & State Grant Experience

Many of our clients receive federal and state grants. THF is a licensed CPA firm that provides audit and other assurance services to myriad of government, quasi-governmental, and not-for-profit clients. Our experience auditing both grant recipients *and* grant programs means we have experience many other vendors do not. Understanding the laws, rules, and regulations governing grants is well within our experience, but our experience goes beyond that. We understand the importance of aligning State program and business objectives with grant programs, developing and enforcing Rules via the Florida Administrative Code, and translating our broad government business practice knowledge into specific action items for State clients. We are exceptionally well positioned to help the state of Florida and the agencies/departments under this proposed management consulting contract with our consultative support.

Further, members of our engagement team worked with the Florida Auditor General and the Florida Comptroller during the development of the *Florida Single Audit Act* to educate private practitioners and public sector employees about the requirements. We have performed grant specific audits, provided assistance with cost allocation plans, evaluated controls over grant compliance, and assisted clients in organizing the structure of their general ledger to better account for grant activity. Our compliance testing includes tests of eligibility, proper cost allocation, and allowable costs in accordance with the Uniform Guidance and compliance supplements. Our professionals regularly attend continuing education courses to stay informed about techniques and changes associated with grant reporting.

Experience

Dedication To Quality - Quality Control Review Program

Government accounting is a highly regulated industry. THF is proud of our reputation as a firm having the highest standards and a comprehensive internal review program that delivers quality services. Control over the quality of our service is of paramount importance to us. Our various quality control procedures and policies are also important to you because they help ensure a uniformly high standard of quality service.

To ensure our standards of working excellence, we are members of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). A participating PCPS member must obtain an independent peer review every three years of its quality control policies and procedures to assess compliance with existing auditing standards. We believe that our commitment to the program is rewarding not only to our firm, but also to our clients. The external independent peer review of the elements of our quality control policies and procedures is performed by an independent certified public accountant approved by the AICPA and/or FICPA Peer Review Program. The peer review provides you with the assurance that we conform with the standards of the profession in the conduct of our accounting and auditing practice.

Our most recent peer review, which included a quality review of our governmental, not-for-profit, and single audit engagements, was completed on November 1, 2019, with a peer review rating of pass. This rating is the most favorable possible outcome for the peer review. We pride ourselves on ensuring quality standards in all of our work. A copy of our peer review is available at https://peerreview.aicpa.org/public_file_search.html. Our firm also conducts an intensive internal quality control review of a sample of our engagements each year.

We recognize the importance of the peer review and work hard to keep our pass rating which has been in place for us since day one. This serves as our industry report card for the standards upheld by our profession and should serve as an important point to consider.

In addition, we are a member of the AICPA Government Audit Quality Center (GAQC) which requires its members to comply with increased educational and quality control expectations. **Jeff Barbacci, our Managing Shareholder, is currently one of 12 CPAs nationwide who are members of the AICPA's Executive Committee of the GAQC.** The GAQC Executive Committee is responsible for representing and training CPAs in regards to development of government accounting and auditing standards and Federal grant compliance.

Our experience working with all elements of Florida's state government brings significant value to the State on this proposed management consulting services contract. Our experience includes working with state-administered programs and businesses as well as funding passed through to subrecipients and other contractors. We bring our significant experience with federal and state grants, business practices, and program objectives to each new engagement. Our specific, relevant experience gained over many years of working with state of Florida government clients increases the value of our expertise and delivers better results.

We have extensive experience with each of the anticipated client-specific preferences outlined in the RFP, including but not limited to the following:

- ▲ We have recently served or currently serve as external auditors, consultants, and program monitors for essentially all agencies of the state of Florida, as well as several local governments and quasi-governmental agencies. We thoroughly understand government business practices.
- ▲ Our experience includes local government practices, the practices of the state of Florida and its agencies, and federal government business practices, particularly as related to funding passed through to the state.
- ▲ We have significant and relevant experience providing consultative support to the state of Florida, including management consulting, operational reviews, performance assessments, forensic accounting, detailed analyses, and other reports for Federal and State entities.
- ▲ As a CPA firm with an extensive governmental consulting practice, we have significant, broad, and relevant experience with Federal and State grants, including research and interpretation of laws, rules, and regulations related thereto.

Experience THF has successfully conducted the following large-scale projects that are similar in scope to the nature of the Department's RFP:

Agency	Years Served	Services Provided	Service Type
[REDACTED]	2011	Performed agreed-upon procedures to help assess and determine if it would renew its contract with one of its mental health centers. Involved evaluation of various financial and performance indicators that directly assist with carrying out mission related services. Hours: 60 Fees: \$14,790	Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives
[REDACTED]	2019	Consulting project to provide guidance and advice related to the [REDACTED] project. THF provided management consulting in its approach toward project resolution, communication with subrecipients, strategies for working with Federal grant agencies, and Q&A assistance. Hours: 166 Fees: \$30,000	Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives
[REDACTED]	2019	THF performed an analysis of the standardized rate model used to charge for trips provided by the [REDACTED]. The rate model is designed to provide a consistent billing methodology throughout the coordinated system allowing the Commission and Legislature to better predict the number of trips allocated funding can provide. Hours: 1,200 Fees: \$167,000	Assistance with Policy and Regulation Development
[REDACTED]	2020 - Present	Performing a study to evaluate/facilitate a revision to the Trust Fund allocation formula. This involves evaluation of current methodology, determining relevant/relational data sets that should be used to drive the formula, preparing a draft report for stakeholders, participating in public forums to receive comments, updating the funding methodology, and preparing a final report. Hours: 1,000 Fees: \$135,000	Assistance with Policy and Regulation Development
[REDACTED]	2013 - 2014	THF provided documentation regarding the statewide debt collection process. Identified procedures in the State's debt collection process that can be enhanced or eliminated, identified a better data transmittal process, identified significant gaps in data provided to the debt collector and additional data elements needed, identified better data management tools and processes, identified organizational enhancements that may assist in improving the debt collection process, and identified contract changes needed to improve performance of debt collectors contracted. Hours: 990 Fees: \$148,500	Assistance with Policy and Regulation Development
[REDACTED]	2010	The [REDACTED] works closely with [REDACTED] advancing funds when available and recommending approval to the court of the [REDACTED] claims against the assets of the insolvent insurers under its jurisdiction. Because the [REDACTED] are the largest claimant in the insolvent estate, THF conducted a review of the claims handling activities of the [REDACTED] in order to verify the reasonableness of the G&A expenses of the associations and plans and the integrity of claim and claim expenses. Hours: 250 Fees: \$76,500	Assistance with Process and Productivity Improvement
[REDACTED]	2016	THF provided assistance with Payment Card industry (PCI) compliance readiness review and the documentation of the [REDACTED] card data environment. This work was done as part of a larger project to deploy kiosks throughout the state at [REDACTED] weigh stations. Kiosks are designed to allow the trucking industry to purchase over dimensional permits through the [REDACTED] online system. The readiness review documented the scope of the [REDACTED] card data environment and determined that all of the necessary steps were taken to ensure compliance with the PCI Data Security Standards (DSS). Hours: 300 Fees: \$40,800	Assistance with Process and Productivity Improvement

6 Experience

Agency	Years Served	Services Provided	Service Type
[REDACTED]	2016	As a result of [REDACTED], provided a Loss Avoidance Assessment. This ensured Florida's ability to remain eligible for an additional twenty percent of funding under the FEMA Hazard Mitigation Grant Program. These services included an initial project selection, a project effectiveness analysis, and loss estimation analysis. Hours: deliverable based Fees: \$141,595	Comprehensive Grants Management Services
[REDACTED]	2017	As a result of [REDACTED] provided a Loss Avoidance Assessment and Loss Avoidance Report. This ensured Florida's ability to remain eligible for an additional twenty percent of funding under the FEMA Hazard Mitigation Grant Program. These services included an initial project selection, a project effectiveness analysis, and loss estimation analysis. Hours: deliverable based Fees: \$325,000	Comprehensive Grants Management Services
[REDACTED]	2016	As a result of [REDACTED], provided a Loss Avoidance Assessment and Loss Avoidance Report. This ensured Florida's ability to remain eligible for an additional twenty percent of funding under the FEMA Hazard Mitigation Grant Program. These services included an initial project selection, a project effectiveness analysis, and loss estimation analysis. Hours: deliverable based Fees: \$81,395	Comprehensive Grants Management Services
[REDACTED]	2017	THF provided services to the [REDACTED] to complete Field Community Assistance Contacts. These are prerequisites for communities to participate in the [REDACTED]. We coordinated with local community staff assigned to administer local jurisdictional flood damage prevention ordinances. This was performed in compliance with FDEM standard operating procedures. Hours: 4,000 Fees: \$618,850	Comprehensive Grants Management Services
[REDACTED]	2018 - Present	THF provides comprehensive grants management services for [REDACTED], beginning with Project Worksheet (PW) approval and continuing through the PW closeout. These services include direct involvement in project worksheet approval (but not project worksheet development), evaluation of subrecipient performance, processing requests for reimbursement, auditing the subrecipient for compliance with applicable laws, rules, regulations, and policies, and project closeout. We utilize subcontractors for this engagement. Hours: 169,984 Fees: \$24,708,425	Comprehensive Grants Management Services
[REDACTED]	2019 - Present	Provide comprehensive grants management services for [REDACTED], beginning with project worksheet (PW) approval and continuing through the (PW) closeout. These services include direct involvement in project worksheet approval (but not project worksheet development), evaluation of subrecipient performance, processing requests for reimbursement, auditing the subrecipient for compliance with applicable laws, rules, regulations, and policies, and project closeout. This project is ongoing. Hours: 5,426 Fees: \$678,418	Comprehensive Grants Management Services
[REDACTED]	2018 - Present	Provide comprehensive grants management services for [REDACTED], beginning with PW approval and continuing through the PW closeout. These services include direct involvement in project worksheet approval (but not project worksheet development), evaluation of subrecipient performance, processing requests for reimbursement, auditing the subrecipient for compliance with applicable laws, rules, regulations, and policies, and project closeout. We utilize subcontractors for this engagement. This project is ongoing. Hours: 124,499 Fees: \$15,745,044	Comprehensive Grants Management Services
[REDACTED]	2020 - Present	THF provides comprehensive grants management services for [REDACTED], beginning with Project Worksheet (PW) approval and continuing through the PW closeout. These services include direct involvement in project worksheet approval (but not project worksheet development), evaluation of subrecipient performance, processing requests for reimbursement, auditing the subrecipient for compliance with applicable laws, rules, regulations, and policies, and project closeout. This project is ongoing. Hours: 97 Fees: \$9,905	Comprehensive Grants Management Services

Experience

Agency	Years Served	Services Provided	Service Type
[REDACTED]	2015	THF provided consulting services to determine the extent of salary disparity existing between attorneys who work for the Office and attorneys who work for other public entities, including state agencies and local governments, within Florida. The scope also included the determination of the public sector market rate for entry level attorneys and senior attorneys and to place the attorneys who work for the Office within this framework. Due to the importance of the work performed by the legal team within the Office, it was critical to determine if salary differentials are adversely affecting the Office's ability to recruit and retain qualified, experienced attorneys and provide recommendations to correct. Hours: 250 Fees: \$35,500	Consulting on Management Strategy/ Provision of Studies, Analysis, Scenarios, & Reports
[REDACTED]	2016	THF provided a salary and compensation study for the [REDACTED]. This study included reviewing current positions for minimum qualifications, knowledge, skills, abilities, and job duties which included a comprehensive review of current duties and responsibilities of each of the 119 positions. This involved benchmarking positions of the [REDACTED] with similar positions in other state agencies and other state lotteries. Hours: 105 Fees: \$14,975	Consulting on Mgmt. Strategy/ Provision of Studies, Analysis, Scenarios, & Reports
[REDACTED]	2015 - Present	THF provided annual training in regard to the results of quality control monitoring. THF also provided tailored training in regard to internal controls and cost allocations. Speaker Fees: \$5,000	Customized Training
[REDACTED]	2014	THF provided cost allocation training services for the [REDACTED]. Speaker Fees: \$5,000	Customized Training
[REDACTED]	2014 - 2015 & 2015 - 2016	THF provided consulting services including a SWOT analysis with the Leadership Team as a whole and include selected non-supervisory team members as designated by the Director; conducted teambuilding activities to improve communication and establish processes for on-going use after the consultant is released; determined the need to identify key internal and external stakeholder groups to include in the SWOT review; ensured that the vision and mission for the Staff Development Office was aligned with the Department's mission and vision; helped create a positive transition into an evolving culture; met with the Leadership Team to discuss envisioning the future for the Staff Development and Training Office; met with the entire staff to discuss the Strategic Plan and gave opportunity for ownership and leadership to various goals and strategies; and finalized the Strategic Plan reflective of the initiatives, goals, and strategies discussed by the entire team. Hours: 125 Fees: \$20,000	Executive Management Coaching Services
[REDACTED]	2015	THF provided executive/management consulting services by conducting financial reviews of procurement related financial documents submitted in response to [REDACTED] solicitations. In addition, we reviewed solicitation language and recommended suggested changes for new [REDACTED] solicitations. Hours: 24 Fees: \$ 5,880	Executive/ Management Coaching Services
[REDACTED]	2015 - Present	Expert witness services provided as needed to the [REDACTED] in regard to companies applying for licensure as a Florida certified nursery. Testimony related to the sufficiency of financial statements provided in accordance with the applicable Florida Administrative Code and Florida Statute. Testimony also included expert opinions on the nature of financial information provided. Testimony provided on three separate cases, and in each case, the State's position was upheld over the applicant's complaint. Hours: 100 Fees: \$300/hour	Expert Witness Services

Experience

Agency	Years Served	Services Provided	Service Type
██████████	2014	THF performed an external market salary analysis of all position classifications at the managerial levels and above in the ██████████ and provided independent recommendations and assessments of appropriate pay ranges. Hours: 1,525 Fees: \$247,035	Consulting Services on Management Strategy
██████████	2019 - Present	Assisted the Department in the evaluation of financial statements submitted by proposers for specifically identified RFQs. THF completed financial capability assessment forms provided by the Department. Input provided was used in the overall evaluation of the project award. Hours: 37 Fees: \$8,917	Project Management Services
██████████	2015 & 2020	THF provided an evaluation of vendor financial reports received in response to an ██████ solicitation. The written evaluation addressed the responding vendor's financial soundness and company/corporate stability based upon the financial documents submitted by the responding vendor. Hours: 34 Fees: \$8,290	Project Management Services
██████████	2020	Agreed upon procedures engagement to assist the ██████████ and ██████████ that appropriate controls and procedures exist for the oversight of the respective funds. Hours: 140 Fees: \$18,000	Project Management Services
██████████	2012 - 2014	Performed compliance testing procedures related to the State of ██████████ Plan by conducting a sample of randomly selected participant records of each of the five investment providers against the selected participant records held by the ██████████ record keeper. Hours: 200 Fees: \$24,500	Provision of Studies, Analysis, Scenarios & Reports
██████████	2011	THF conducted a study of the refund approval process which begins with the receipt of a refund application and/or receipt into refunds workflow of an overpayment identification of a tax return resulting in a refund request from a citizen or taxpayer. The study involved interviews of appropriate management personnel familiar with the refund approval process, a survey of staff level personnel that carryout refund audits, verification of the actual process relative to the documented process, identification of deficiencies in the process, and preparation of a report including recommendations for improvement. Hours: 740 Fees: \$99,450	Provision of Studies, Analysis, Scenarios & Reports
██████████	2010, 2011	THE performed a service organizational control audit of the ██████████ to assist the ██████ in its determination that its service organization had appropriate process and controls in place to carryout the state activity related to child support payment. Hours: 350 Fees: \$53,180	Provision of Studies, Analysis, Scenarios & Reports
██████████	2012	Provide an assessment of the Department's overall procurement process including contracting and purchasing systems, and reviewing/evaluating procurement activities including purchasing, Contract management, Contract monitoring and Contract administration. Hours: 640 Fees: \$92,760	System Alignment and Consolidation

Services

Proven Ability to Provide Services to Every Florida County

During our tenure as a state-term contractor for over 15 years, we have a proven track record for providing statewide services to **each of Florida's 67 counties**. We are able to provide these services economically utilizing our Tallahassee and Tampa offices, as well as our affiliated alliance offices in Jacksonville, Coral Springs, Bradenton, Boca Raton, Orlando, Miami, Coral Gables, Lake Wales, Fort Myers, and West Palm Beach. Our membership and participation in the RSM US Alliance and CPAmerica provides enhanced resources that allow us to scale up to whatever size the project may require.



How does our RSM US Alliance and CPAmerica memberships benefit the State?

- ▶ We are able to share and gain critical industry information with other member firms, which creates a constant state of improvement for all firms involved. This also allows us to stay on top of issues that will be affecting state and local government agencies.
- ▶ Member firms receive educational opportunities from the alliance, association, or other member firms which keeps us abreast of the latest industry developments and issues and best practices for addressing them. We can also use this information to educate and keep our clients up-to-date on relevant industry trends.
- ▶ Member firms build supportive relationships allowing for complex questions and scenarios to be discussed for best practices which translates to a more efficient process used to serve our clients.
- ▶ Our alliances are merely an extension of THF that provides our local team with national and global resources as needed to serve our clients.

What do these alliances mean for our State work?

Although we have the ability, capacity, and bench strength to provide the services outlined in this RFP on our own, we have been able to utilize our alliances to provide more effective, efficient, and creative solutions to many engagements. We are also able to utilize our alliances for very specific, specialized expertise. If there is ever a question that we are not able to solve on our own, we are able to call on our alliances to help find a resolution for our clients at no additional cost.

One example of utilizing other offices based on locations was for monitoring work that we started performing for the [REDACTED]. This engagement involved visiting different [REDACTED]. By partnering with an alliance firm in Miami, we were able to better utilize personnel around the state leading to less travel costs which allowed us to lower our fees for the Department. Although we partnered with another firm, the client always had one point of contact and there were no additional costs associated with us partnering with our alliance firm.

Other Resources

As a firm being in business for over 26 years, we have also built relationships with many organizations and companies. Some of these organizations are professional governmental organizations where we gain access to the most recent issues and updates, while others are staff augmentation firms in the event we ever need to ramp up our team.

We have also built relationships with reputable companies in different industries. An example of a time we called on one of these relationships was for an engagement for the [REDACTED]. They issued an RFQ requiring a CPA firm to perform and manage a project; however, the project did not fall under the typical accounting umbrella. They required a statewide behavioral health data analysis. We partnered with [REDACTED], a firm who specialized in providing behavioral health data analyses among other services in that field. We were still the point of contact for the engagement, but we were able to tap into the specific expertise needed for the project, while having members of our team focused on sound financial management managing the project.

Services

Consulting on Management Strategy

We have been performing management and consulting services for the State of Florida since 1993. Over that time, we have built relationships with our state partners and proven our ability to effectively and efficiently provide consulting services to the State. Management consulting focuses on the growth of an organization and in some instances deals in taking the organization towards profit including policies and protocols to be set.

Ensuring State clients have strategies in place to thrive is important to the health and future success of our State, and we are honored to use our expertise and local presence to help the State achieve its objectives. Combining our broad knowledge of government business practices, specific experience with state government, and expertise with project management, we can help State clients perform at the highest levels.

General Approach

The nature of the strategy being developed drives our approach. We understand the unique nature of each project and recognize that our ability to develop solutions and strategies from our broad experience is part of what qualifies us to serve the State under this proposed contract. By approaching each project as an opportunity to collaborate with the State, we ensure stakeholder voices are heard and use the experience of State personnel to build our specific approach.

Our CPAs and other consultants each have their own industry specializations and expertise, and our exceptional results begin by assembling the best team to meet your specific needs. By combining our skilled project managers and visionaries with our subject matter experts, we ensure technical expertise is embedded at every step of the project. While we can, and do, subcontract with third parties when specific technical expertise outside of our employee base is needed, we are much more than a firm of project managers. We facilitate meetings, interview personnel, and brainstorm internally about areas for potential process and strategic improvement.

The project is planned in consultation with client personnel and specific milestones and deliverables are established. We assign our personnel and work through the agreed-upon milestones, providing regular updates to the client based on the desires of the contracting party. When obstacles are encountered, we work around them where possible or consult promptly with the client to find the best path forward. We gain a detailed understanding of the regulatory and/or statutory environment within which the client operates and conduct our own research into the potential obstacles facing the strategy being developed. Having frank discussions about opportunities to improve current management strategies helps us design procedures and recommendations to address known “issues” and deliver a better product.

Our emphasis on quality benefits our State clients greatly. Written reports by THF are subjected to an internal independent quality control review. Having an experienced, senior professional who is otherwise unaffiliated with the project review the report helps ensure our approach was sound, our findings and recommended strategies are clear, and all reporting requirements have been met. Client review of our “draft” findings and recommendations is another key element of our typical approach. Under this approach, State clients are better able to take ownership of the final strategy. We find this increases the buy-in of client personnel and stakeholders not otherwise involved in the project, bringing value to the project even after our role in it ends.

A Sample of Relevant Experience

On the following page is sample of our relevant experience providing consulting services on management strategy. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.

“We annually perform over 150 engagements for local, state, and quasi-governmental entities.”

Services



Project Management Services

Project management services are geared towards planning, coordinating, and executing projects according to specific requirements, standards, and constraints. THF provides project management services for a variety of our consulting clients including managing engagements with multiple subcontractors. These engagements vary in size and number of hours with some engagements being hundreds of hours each year.

General Approach

Our approach and work plan will be developed with significant communication with our client. Our approach consists of the following five phases: project initiation, planning, execution, monitoring project progress, and project closure.

The initiation phase of the project includes the development and understanding of the overall project scope and objectives. Our team will assist our State client by providing expertise in management services for projects relating to a defined scope of work. Our team will provide the services within the project management outline as detailed in the request for quotes that includes the following:

- ▲ Provide expertise/guidance to the State Agency/Department in the overall management of the program.
- ▲ Under the direction of the team, provide project management office services in support of the program.
- ▲ Develop, maintain, and update, as needed, project documents and documentation.
- ▲ Actively manage projects assigned by employing project management standards and best practices.
- ▲ Provide timely executive briefings to the Project Director.
- ▲ Provide technical assistance and guidance to the Agency/Department staff.
- ▲ Perform other support and consulting functions as required by Agency/Department.

The *project plan phase* of the project will be developed to document the project execution, monitoring, and control. The plan will define the approach and deliverables. During the execution of the project the plan will be refined, revisited, and updated. Once the plan is documented and complete it will be presented to the Project Manager for approval.

The *execution phase* will be started with a “kick-off” meeting where the teams involved are informed of their responsibilities. Tasks completed during the execution phase include: developing the team, assigning resources, executing project management plans, procuring management if needed, establishing a communication plan, coordinating with the Project Manager to direct and manage project execution, setting up tracking systems, executing task assignments, holding regular status meetings, updating project schedule, and modifying project plans as needed.

The *monitoring and control phase* will relate to the project management plan, budget, and timeline. Our team will employ industry standards for project management and actively manage projects. Communication of the project status will occur weekly with the project lead and will include a detailed meeting agenda, status report, timeline status, and an issues log with date of issue and will be shown as open or closed with resolution. Measuring project progression and performance is key to a successful project. Monitoring and control will ensure the project goals and objectives are accomplished according to the management plan.

Services

The *closure phase* will include reviewing the goals, objectives, and deliverables. The project plan will be reviewed to document work is complete and is consistent with the plan. Our team will follow up with the project team and ensure the deliverables are accepted and approved. The team will also compile all project documents and store for future use by the State Agency/Department. When the documents are transferred and the deliverables are approved, the team can evaluate the performance to ensure future projects success.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing project management services. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Program Research, Planning, and Evaluations

THF has been performing consulting engagements for over 26 years. During this time, we have built relationships with our clients and proven our ability to provide an outstanding service and a high-quality work product. Our team frequently conducts program research, planning, and evaluations for our clients. We have significant experience researching Federal regulations, State regulations, contract requirements, and evaluating programs. In addition, our team possesses the education and experience necessary to assist the State with program research, planning, and evaluations. Our team is also intimately familiar with federal grant requirements under Uniform Guidance and the Single Audit requirements.

General Approach

Our team's approach to our engagements includes significant communications with the project team, frequent status reports including work progress, risks, issues log, and contact logs. We manage the project to our client's expectations and implement and execute programs for our clients. The program requirements and our client's scope of work drives our approach. We view each project as an opportunity to collaborate and develop an end product that is financially feasible and an effective tool for use by our client. Our approach will consist of four phases: planning, data gathering and fieldwork, data analysis, and reporting.

Planning the engagement is extremely important to have a successful project. The project scope of work is defined, stakeholders are identified, a kick-off meeting will occur, the project team is identified, the communication plan is established, a risk/issues log is developed, and a timeline based on milestones is created along with a project budget. Our team will gain a full understanding of the program the State would like researched, planned, and evaluated. The understanding will allow our team to develop a work program and work plan to accomplish the goals of the engagement. Federal laws, rules, and regulations will be reviewed that govern the program.

Data gathering and fieldwork phase will allow the team to review the contracts and documentation and make observations and inquiries of management as to the overall goals and objectives of the program. Data gathering also includes surveys and statistical sampling to develop and extrapolate findings to the overall population of data.

Our team will begin the data analysis phase as information is received and compile the information to develop a report that evaluates the program's effectiveness. Sampling data will be analyzed and extrapolated to the population to provide the results of the sampling model. The results will then be included in the reporting phase.

Services

The reporting phase generally consists of an executive summary, methodology, scope, and approach, conclusion, observations, findings, and recommendations. The report will outline the following: program purpose, program plan, and program evaluation. The overall program evaluation will include metrics used to achieve the program goals. The metrics will be specific, measurable, achievable, relevant, and timely. The metrics will include outcomes, outputs, analytics, and compare to the original program expectations.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing program research, planning, and evaluation services. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Provision of Studies, Analyses, Scenarios, and Reports Relating to Mission-Oriented Business Programs and Initiatives

THF has extensive experience providing studies, analyses, scenarios, and reports relating to mission-oriented business programs and initiatives. Ensuring State clients achieve the goals and objectives of the business programs and initiatives they are charged with operating is critically important. By combining our broad knowledge of government business practices, specific experience with program objectives and compliance obligations, and expertise with project management, we can help State clients perform at the highest levels.

General Approach

The mission of the State business program and initiative being analyzed drives our approach. We understand the unique nature of each project and recognize that our ability to develop solutions from our broad experience is what qualifies us to serve the State under this proposed contract. By approaching each project as an opportunity to collaborate with the Agency/Department, we ensure stakeholder voices are heard and use the experience of State personnel to build our specific approach.

Our CPAs and other consultants each have their own industry specializations and expertise, and our exceptional results begin by assembling the best team to meet your specific needs. By combining our skilled project managers and visionaries with our subject matter experts, we ensure technical expertise is embedded at every step of the project. While we can, and do, subcontract with third parties when specific technical expertise outside of our employee base is needed, we are much more than a firm of project managers.

The project is planned in consultation with client personnel, and specific milestones and deliverables are established. We assign our personnel and work through the agreed-upon milestones, providing regular updates to the client based on the desires of the contracting party. When obstacles are encountered, we work around them where possible or consult promptly with the client to find the best path forward. Our studies, analyses, scenarios, and reports relating to mission-oriented business programs and initiatives include THF gaining a detailed understanding of the regulatory (and/or statutory) environment within which the program operates, as well as doing our own research into the potential obstacles facing the program or initiative.

Services

Our emphasis on quality benefits our State clients greatly. Where called for, written reports by THF are subjected to an internal independent quality control review. Having an experienced, senior professional who is otherwise unaffiliated with the project review the report helps ensure our approach was sound, our findings and recommendations are clear, and all reporting requirements have been met. Where the client's timeline allows, we also build in enough time for thorough client review of our "draft" findings and recommendations. Under this approach State clients are better able to take ownership of the final study, analysis, scenario, or reported results. We find this increases the buy-in of client personnel and stakeholders not otherwise involved in the project, bringing value to the project even after our role in it ends.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing provision of studies, analyses, scenarios, and reports relating to mission-oriented business programs and initiatives. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Executive/Management Coaching Services

These services include meeting with team leaders and other stakeholders, helping an individual or group gain self-awareness, clarify goals, achieve development objectives, and tap into the full potential of a workgroup or other team. These services can play a crucial role in the success and sustainability of team functions. Projects can be as small as one-on-one, as large as entire agency restructurings, or any size in between. State clients can best achieve their goals and objectives when all team members are engaged in their work and when management's vision has buy-in.

General Approach

We approach each project as an opportunity to collaborate with client leadership and help the State achieve its highest performance. No two coaching services are identical, although there are often commonalities with basic elements of training and strategy development. We ensure stakeholder voices are heard as we plan our coaching services and design a project approach that is responsive to the needs of the client.

Our CPAs and other consultants each have their own industry specializations and expertise, and our executive/management coaching service projects begin by assembling the best team to meet your specific needs. Often this includes subcontracting or partnering with external specialists who bring specific industry knowledge or prior agency/Department experience to the engagement. By combining our skilled project managers, visionaries, and facilitators with subject matter experts, we ensure technical expertise is embedded at every step of the project. Achieving full potential is not an abstract exercise; it requires a detailed understanding of government business operations and the political realities of each client's situation.

Services

Each project is planned in consultation with client personnel and specific milestones and deliverables are established. We work through the agreed-upon milestones, providing regular updates to the client. When obstacles are encountered, we work around them where possible or consult promptly with the client to find the best path forward. A key element of coaching services is the interview process. We facilitate one-on-one interviews or group brainstorming sessions, as appropriate, and help hone broad ideas into concrete strategies. In other situations, we facilitate leadership trainings as one element of a client's broader strategic planning process.

Using this approach, State clients are better able to take ownership of the final goals, development objectives, and/or strategic planning resulting from the project. We find this increases the buy-in of client personnel and stakeholders, bringing value to the project even after our role in it ends.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing executive/management coaching services. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Customized Training to Achieve a Management Consulting Objective

These services begin with a detailed understanding of the objective for which training is required, be it personnel-related or technical in nature, and developing a training program to improve the efficacy or effectiveness of a client's team. Some trainings focus on management skill and oversight, while others relate to the detailed application of program or statutory rules and guidelines. In either case, effective facilitation is necessary but will only succeed if the selected contractor has a solid understanding of the client's needs and gaps in their team's current knowledge.

General Approach

We approach each project as an opportunity to collaborate with the client and help the State achieve its highest performance. No two trainings are identical, although there are often commonalities among the basic elements of various trainings. We ensure stakeholder voices are heard as we plan the customized training in response to the needs of the client.

Our CPAs and other consultants each have their own industry specializations and expertise, and our customized training projects begin by assembling the best team to meet the client's specific needs. Occasionally this includes subcontracting or partnering with external specialists who bring specific industry knowledge or prior agency/department experience to the engagement.

Services

By combining our skilled project managers, visionaries, and facilitators with subject matter experts, we ensure technical expertise is embedded at every step of the project. To effectively train, we believe the selected contractor must demonstrate a detailed understanding of government business operations and the specific technical nature of the training material as well as bring effective instructional techniques to the project.

Each project is planned in consultation with client personnel. In personnel-related trainings, we typically facilitate one or more training session as one element of a client's broader training process. In our technical trainings, we develop materials and facilitate trainings on policies, procedures, risk management, monitoring, or other mission-driven elements of a client's operations. Some trainings relate to new programs for which no prior guidance exists. In these projects, our ability to integrate programmatic and regulatory understanding from existing programs, or from our CPA firm audit practice, is critical in the successful development of the training and the knowledge building sought by the client.

Other trainings relate to existing programs where ongoing client practices may require modification, clarification, and/or streamlining. Again, our significant experience serving as consultants and monitors ourselves is a significant added value to our State clients as we design customized training solutions for such existing programs.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing customized training to achieve a management consulting objective. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Assistance with Policy and Regulation Development

The development and assistance of policies and regulations via statutory changes, the Florida Administrative Code, or internal policies and procedures of various State agencies is well within THF's expertise. We have extensive recent experience performing these services for the state of Florida. As a CPA/consulting firm headquartered in Tallahassee, THF is uniquely positioned to assist with the development of State policies and regulations. **Our proximity to the main administrative offices of essentially all State agencies, departments, and divisions is a significant asset when performing these services.** At nearly a moments' notice our experienced professionals can be on-site with State leadership working on policy and regulation development and assistance.

Services

General Approach

When developing new policies and regulations, our approach with the State is collaborative. We seek first to understand the agency's intent and desired outcome from the policy and/or regulation before working with agency personnel throughout the development process. Once the intent and outcome are understood, we compare the desired outcome to the current policy or regulation, the legislative environment, any applicable federal guidance (e.g., if regulations are being developed that relate to a federally-funded program), and any known issues with current regulations. We craft proposed language as a point for further discussions, refining the proposal as stakeholder input is received.

Teams of consultants are assigned from both our governmental services group (typically not CPAs) and our CPA firm group (generally CPAs). By integrating the expertise of subject matter experts regardless of their licensure or position in our hierarchy, we ensure the State receives our very best, most qualified personnel for every project. When the policies or regulations being developed could benefit from our partnering with external subject matter experts through our alliances or other relationships we have created, we seek out such experts and include their expertise on our team while still giving you one point of contact. Our CPA firm experience as auditors, consultants, and external monitors is itself a benefit when working on policy and regulation development. We have experience interpreting policies and regulations for purposes of compliance testing and monitoring, and we bring that experience when helping the State craft new policies and regulations. Further, our data analytics experts can test proposed regulations against real world data sets to see if the actual outcome will match the intent behind the developed policies.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing assistance with policy and regulation development services. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately



Assistance with Process and Productivity Improvement

We have been performing management and consulting services for the State of Florida since 1993. Over that time, we have built relationships with our state partners and proven our ability to effectively and efficiently provide consulting services to the State including assistance with process and productivity improvement. Process improvement includes aligning processes to the strategic plan, providing value to the State agencies/ departments, controlling the overall system processes and synchronizing the processes with the overall system to create a streamlined efficient system to providing services. Productivity improvement is a systems wide approach recognizing the relationships of an Agency's systems and the performance of the overall system within the State Agency.

Services

Our team includes the following certifications to add to our experience: Certified Public Accountants (CPA), Project Management Professional (PMP), and Lean Six Sigma Green Belt. These certifications allow our clients to benefit from our training and educations to develop improved processes and overall productivity.

General Approach

Our team would work with the Agency to plan the engagement including defining a scope of work. The productivity improvement and process improvement engagement would begin with a review of the Agency's strategic plan, mission, goals, and objectives. The strategic plan would guide the overall productivity assessment and would include the following phases:

- ▲ Prioritize the Agency's goals and objectives.
- ▲ Identify metrics measured by the Agency's systems.
- ▲ Prepare an action plan to identify the project team, organizational change analyses, and action items
- ▲ Implement and execute the actions plan.
- ▲ Educate and train Agency team members on productivity efforts.
- ▲ Monitor progress.

The productivity assessment would lead to an analysis of process improvement. The assessment would include a study of identifying analyzing and improving processes to optimize performance. The idea is to identify process issues, provide solutions, and monitor the improved process. Process mapping with work flow detail and defining the issues, establishing measurements and metrics, analyzing the process flow, identifying improvements and implementing changes for improvements are all steps to a successful process and productivity improvement engagement.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing assistance with process and productivity improvement services. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Expert Witness Services in Support of Litigation, Claims, and Other Formal Cases

Provision of expert witness services is often the last step in a complex, nuanced forensic accounting investigation. THF has extensive experience providing forensic accounting services, as well as providing written and oral testimony as expert witnesses. Our personnel have qualified as experts in multiple jurisdictions, including circuit courts, administrative courts, and federal courts. Serving as an expert witness in support of litigation, claims, or other formal cases relating to management consulting is one of THF's core competencies.

THF's experience as management consultants provides us with a unique expertise regarding the process by which management consulting services are performed, while our experience as expert witnesses means we are comfortable working with counsel to investigate, report on, and testify about such consulting services provided by others. Similarly, as a CPA firm we are uniquely qualified to provide forensic accounting and expert witness services regarding the administration of state funds including the misuse of contract or grant funds by State vendors/subrecipients.

Services

General Approach

Each litigation, claim, or other formal case is unique. So is each expert witness engagement. However, certain general steps are common among most of these projects. First and foremost, we work with the procuring entity (e.g., a state agency, department, or division) to determine the nature of the allegations, the work performed by others, the project timeline, and the potential difficulties anticipated during the engagement. Where possible, we work directly with counsel to preserve privilege to the extent possible and provide for freer discussions between our experts and those charged with pursuing the State's legal strategy.

Our expert witness services are led by some of our most senior personnel – for example, the leader of our forensic accounting services group is a Certified Public Accountant (CPA), is Certified in Financial Forensics (CFF), is Accredited in Business Valuations (ABV), and is a Certified Fraud Examiner (CFE). We have an attorney who is a member of the Florida Bar on our team and assign personnel to each project based on the facts and circumstances of the allegations. Where our firm has relevant experience related to the underlying facts at issue in the dispute, for example when the dispute relates to a grant program with which we have experience, we assign personnel to the project who have that specific experience related to the underlying facts. By integrating our subject matter experts with our experts in forensic accounting, we ensure our expert witness testimony is as thorough and easy-to-understand as possible.

We maintain detailed working papers, documenting chain of custody, each specific procedure performed, and every conclusion reached. Once our analysis of the underlying issues is complete, we compile our findings and prepare for either a written report or oral testimony, or both. Working in close consultation with the procuring entity and its counsel, we provide honest, unbiased, and substantiated conclusions to the trier of fact as we advocate for our opinions and attempt to provide clarity and guidance in complicated areas. Our analyses are based on reliable methodologies and are intended to meet the standards set forth in *Daubert* and other related court cases.

A Sample of Relevant Experience

A sample of our relevant experience providing expert witness services in support of litigation, claims, and other formal cases is below and on the following page. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

Services

[REDACTED]

[REDACTED]

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

We have been performing management and consulting services for the State of Florida since 1993. Over that time, we have built relationships with our state partners and proven our ability to effectively and efficiently provide consulting services to State Agencies including advisory and assistance services for mission-oriented business programs and initiatives.

Examples of consultation include but are not limited to: strategic, business, and action planning; high performance work; process and productivity improvement; systems alignment; leadership systems; organizational assessments; cycle time; performance measures and indicators; and program audits, evaluations, and customized training.

Our team includes the following certifications to add to our experience: Certified Public Accountants (CPA), Project Management Professional (PMP), and Lean Six Sigma Green Belt. These certifications allow our clients to benefit from our training and education when we are providing advisory and assistance services.

General Approach

Our approach and work plan will be developed with significant communication with our client. Our approach consists of the following five phases: project initiation, planning, execution, monitoring project progress, and project closure.

The approach and methodology would depend on the Agency's strategic plan, mission, and goals and objectives. Our work plan would be developed based on the Agency's defined scope of work. Our team is flexible and multidisciplinary and will work with the Agency's management team to perform the advisory engagement. Our team understands advisory engagements can evolve and become part of a larger process improvement project and have the flexibility and project management skills to adapt to the changes and provide a final quality work product to our clients.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing advisory and assistance services relating to mission-oriented business programs or initiatives. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.

[REDACTED]

[REDACTED]

Services

Systems Alignment and Consolidation

The THF IT consulting team has significant experience with systems alignment and consolidation. We have built our relationships with our State Agency clients based on our proven ability to effectively and efficiently provide IT services. The IT services performed included assessments and recommendations for effectiveness and efficiency and gap analyses for the assessment of System alignment and consolidation.

Technology Certifications & Skills

Our team includes not only CPA certifications but also the following certifications: Project Management Professional (PMP); Lean Six Sigma Green Belt, Certified Information Technology Professional (CITP), and Certified Information Systems Auditor (CISA). CITP is an information technology credential sanctioned by the AICPA. With the technology background as a CITP, a CISA, and experience as a CPA, our team establishes trust between our clients' operational managers and IT departments to achieve both teams' objectives by utilizing technology to help increase profits and efficiencies. CISA is sponsored by the Information Systems Audit and Control Association (ISACA). The CISA designation was created for professionals with work experience in information systems auditing, control, or security. The CISA designation is the internationally known standard of achievement for those who audit, control, monitor, and assess an organization's information technology and business systems.

- ▲ Our team's specialization is within the governmental, not-for-profit, and information technology industries, and our products and services are designed specifically for those clients.
- ▲ Our team is well qualified to provide the technical testing services with over 15 years of information security and information technology experience.
- ▲ Our team has performed numerous SOC audits, readiness audits, and compliance testing.
- ▲ Our professionals have expertise implementing IT assessments, as well as, auditing and testing financial services controls at companies ranging in size from small organizations to large governmental agencies.
- ▲ Our focus and extensive experience in regulatory requirements gives us a deep understanding of the controls required for an organization to become compliant.

There are strict and specific reporting standards when it comes to IT assessment engagements related to Florida governmental entities under Florida Statute 282.318. Our team has exceptional training and extensive experience identifying existing or potential vulnerabilities in State organizations. We'll also give you custom, practical recommendations for improving the design and function of your systems, applications, and procedures. With our knowledge about current regulations, effective methodologies, and best practices, we'll help our State clients stay confident, compliant, and in control.

General Approach

First we will help align the business strategy to information system design visions. This IT consolidation becomes a core competency in helping an agency grow and integrate new acquisitions and systems. Next we help develop processes and plans to help develop agency champions and get all stakeholders and end users to commit to the change. Once you have commitment we help develop the scope and timeline to meet the goals of the agency. Committing to a unified information technology platform and eliminating geographic redundancy through partial centralization, except for disaster recovery, also contributes significant savings over time. Our team would work with the Agency to plan the engagement including a defined scope of work.

The general approach for the engagement would consist of the following:

- ▲ Alignment of the Agency's strategic plan to the IT design.
- ▲ Develop an overall business case and work plan.
 - ▲ Inventory hardware and software.
 - ▲ Establish a standardized IT platform.

Services

- ▲ Collaborate and obtain buy in from stakeholders.
- ▲ Develop a project timeline.
- ▲ Develop a project charter.
- ▲ Develop a communications plan.
- ▲ Establish a project governance model.
- ▲ Identify the project team.
- ▲ Plan the transformation and Implementation strategy for the migration of data.

A Sample of Relevant Experience

Below is a sample of our relevant experience providing systems alignment and consolidation services. We have a team that specializes in governmental services. Their resumes along with the rest of our team are included separately.



Comprehensive Grants Management Services

Our dedicated government consulting team has extensive experience providing comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act, as well as extensive experience with the State of Florida pass-through grant rules for reimbursement, debris recovery reimbursement, other related state and federal grant programs, and working with FEMA. Members of the proposed team have previously served in various capacities including, but not limited to:

FEMA Grant Life-Cycle Administration	Strategic Fund Management OMB Super Circular Policy	Time Tracking, Reporting, and Reimbursement
Community Rating System Activities	Project Formulation for Categories A-G	Mutual Aid Reimbursement Agreements
428 Alternative Procedures Program	Post Disaster Emergency Operations Center Recovery Activities	Florida-Specific Disaster Recovery Work at the State and Local Level
State and Local Hazard Mitigation Planning	Mandated Reporting Requirements	Fire Management Assistance Grants Experience
National Flood Insurance Program	Uniform Guidance	Loss Avoidance Assessment
Detailed Damage Analysis	Hazard Mitigation Grant Program	Economic Analyses

Services

A Sample of Relevant Experience

Our team has managed and/or closed out over 5,700 FEMA project worksheets and recovered more than \$1.8 billion for nearly 500 Florida sub-recipients. Specific storms worked as contracted by the Florida

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Our team is currently working directly with FDEM to reimburse public entities for disaster damage. Our

Our government consulting disaster services team is fully capable and qualified to represent clients with all recovery issues. Our specific Florida experience includes:

Category A - Debris Removal	258 projects	\$22 million value
Category B - Emergency Protective Measures	570 projects	\$58 million value
Category E - Public Facilities	364 projects	\$67 million
Category G - Recreational Facility	256 projects including 33 beach re-nourishment projects	\$48 million value (\$26 million for beaches)

Our **current** contracts for comprehensive grants managements services with FDEM provide us the opportunity to work as the contractor on behalf of FDEM reviewing claims all the way through closing out reimbursements. In addition, we represent all Florida state agencies for all claims due to Hurricanes Hermine, Irma, and Matthew. **Our team has performed work for all 67 Florida counties on behalf of FDEM. We are the only contractor that has performed these services on behalf of FDEM for each of Florida's counties.**



“We are the only contractor that has performed these services on behalf of FDEM for each of Florida’s counties.”

Services

FEMA & FDEM Experience & Training

Our team has significant experience regarding FEMA and FDEM’s rules and processes. Our team has demonstrated success in the processing, verifying, and validating of project worksheet expenditures. In addition, our team has extensive training on Homeland Security, Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), State pass-through grant management, reimbursement, accounting training, and other valuable certifications as listed below:

Certified Public Accountant (CPA)	FEMA Leadership Influence (IS-240.a)
Florida Certified Contract Negotiator (FCCN)	FEMA Effective Communication (IS-242.b)
Florida Certified Contract Manager (FCCM)	FEMA Decision Making & Problem Solving (IS-241.b)
Lean Six Sigma Green Belt	FEMA Developing & Managing Volunteers (IS-244.a)
Project Management Professional (PMP)	FEMA Institute Core Curriculum Grant Management and Administration
Certified Floodplain Manager (CFM)	Department of Homeland Security (DHS) Grant Management and Administration Training
FEMA Introduction to Exercises (IS-00120.a)	Department of Financial Services Advancing Accountability for Grant Management
FEMA Fundamentals of Grant Management (IS-00230.d)	FEMA Citizen Core Management and Administration Course
FEMA Introduction to Incident Command Systems (IS 00100.b)	NASPO Sourcing in the Public Sector
FEMA National Response Framework (IS-00800.b)	Fundamentals of Grant Writing, Tallahassee Community College
FEMA ICS 100, 200, 700, 800, 300, 400, and IS-634	FEMA Cost Principles for Federal Grants
FEMA NIMS Public Information	FEMA Managing Federal Grants and Cooperative Agreements
FEMA Emergency Planning (IS-235.b)	FEMA Sub-awarding for Pass-through Entities

We have managed over a billion dollars of grant funding, as well as managed grant life-cycles from award to closeout. Below are the grant awards that have been managed by our team:

State Homeland Security Grants	Emergency Management and Assistance Grant
Urban Areas Security Initiative Non-Profit Security Grant	Homeland Port Security Grants
Operation Stone Garden Grant	American Reinvestment and Recovery Act Grants
Emergency Management Performance Grant	Metropolitan Medical Response System Grants
Dislocated Worker Grants, FL Department of Labor	Local Law Enforcement Terrorism Prevention Grants

Services

General Approach

For each project, resources will be allocated according to the project size and the project cycle. Our plan outline includes:

1. Planning	5. Payment Process Workflow
2. Data Gathering and Fieldwork	6. Project closeout
3. Subgrant Agreement	7. Account closeout
4. Request for Reimbursement Workflow	

The planning stage will begin by defining the project, assigning the team, developing a communication plan, and developing a preliminary information request list. The next stage will be data gathering and fieldwork. This stage will include review of the damage assessment and damage inventory. It also includes the project worksheet (PW) development and document upload to the FEMA Grants Portal.

This stage will determine if specialized team members are required for mitigation projects. Once the PW is obligated, the state grant agreement can be finalized and the payment process can start. The payment process will include compiling the documentation and summarizing in the FEMA workbook. This information will then be uploaded to the FloridaPA system. The next stages will include the Request for Reimbursement package, the payment process workflow, and project closeout.

THF will perform comprehensive grant management services which include:

- ▲ Providing technical assistance to applicants regarding the process, procedures, and requirements of the PA program.
- ▲ Direct involvement in project worksheet review (not to include project worksheet formulation).
- ▲ Evaluation of Subrecipient performance.
- ▲ Timely review of obligated projects for accuracy and completeness.
- ▲ Timely processing of subgrant agreements and amendments.
- ▲ Timely processing of time extension requests.
- ▲ Timely review and processing of quarterly reports.
- ▲ Timely processing of Requests for Reimbursement (RFR).
- ▲ Timely processing of payment upon acceptance notification from applicant.
- ▲ Ensuring all activities and documents are recorded and uploaded into FloridaPA.
- ▲ Respond to requests by the deadline provided in the correspondence.

THF will provide the following specific tasks:

- ▲ Project review.
- ▲ Project management.
- ▲ Verifying subrecipient compliance with laws and regulations.
- ▲ Preparation of correspondence to the Subrecipient and FEMA regarding time extension requests, approvals or denials, and project closeout.
- ▲ Preparation and review of the applicant sub-grant agreement packet.
- ▲ Routing of sub-grant agreement.
- ▲ Processing of small and large project payment packages.
- ▲ Maintain sub-grant agreement files.

Services

Managing Workflows & Tracking Projects

An essential element of a successful recovery will be the implementation of an effective Project Tracking and Quality Assurance/Quality Control (QA/QC) system. As projects are formulated, our in-house expert QA/QC team will perform reviews to provide a final look at the project before it is submitted for approval. Our QA/QC team has reviewed thousands of projects and has found that this practice helps expedite the approval process by identifying and correcting any errors, omissions, or missed opportunities before the project is advanced.

Proposed Organization of the Project Workload

The project organization will be based on the workload from the applicants. Our team will have the capability to scale up when the workload increases and scale down as the workload decreases. Our team has demonstrated this commitment consistently and **has never failed to meet a deliverable requirement.**

Availability Guidelines

Our team assigned to your project will respond to meetings immediately. Our expectation is to respond within 24 hours and be available for in-person, web-x, or conference calls as requested.

FEMA Public Assistance Program Overview



Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Thomas Howell Ferguson P.A. 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.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.
- 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.

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:	Thomas Howell Ferguson PA
-------------------------	---------------------------

FEIN:	59-3186310	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***
Website:	www.thf-cpa.com	

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Becca Gilbert		
Email:	bgilbert@thf-cpa.com		
Phone:	850-668-8100	ext.	
Address:	2615 Centennial Blvd., Suite 200		
City:	Tallahassee		
State:	FL		
ZIP:	32308	+4:	4569

Contract Administrator

Contact for escalated customer needs.

Name:	Jeff Barbacci		
Email:	jfb@thf-cpa.com		
Phone:	850-668-8100	ext.	
Address:	2615 Centennial Blvd., Suite 200		
City:	Tallahassee		
State:	FL		
ZIP:	32308	+4:	4569

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.

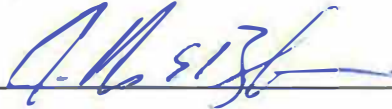
Contract Attachment F No Offshoring

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: THOMAS HOWELL FERGUSON P.A.

Respondent Federal Employer Identification Number (FEIN #) 59-3186310

Authorized Signature: _____



Print Name: Jeffrey Barbacci

Title: Managing Shareholder

Date: 4/6/2020

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.
