



## **Request for Proposals (RFP)**

# **Management Consulting Services and Financial and Performance Audits**

**No. 06-80101500-J**

**ADDENDUM NO. 1**

**Questions and Answers  
RFP Amendments**

Contained herein are the responses to the questions submitted to the Department of Management Services (Department). The Department hereby amends Request for Proposals No. 06-80101500-J as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the Reply.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool and answers are provided in the following table:

| #  | Question   | Answer   |
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| 1. | Have you performed an Enterprise Risk Assessment?  | No.  |
| 2. | Do you have a 3-year audit plan that you can share? If a 3-year audit plan is in place, what year are you in the plan?             | This solicitation is for a State Term Contract that will allow Customers the ability to purchase needed services. Each Customer will have unique needs.  |
| 3. | Do you have Internal Auditors and IT Auditors that you are planning to augment?  | See #2 above.  |
| 4. | Does the Internal Audit team utilize Data Analytics or Continuous Controls Monitoring tools?                                       | See #2 above.  |
| 5. | Are you looking to perform Forensic and Fraud reviews?   | See #2 above.  |
| 6. | Do you follow the Generally Accepted Government Auditing Standards, GAGAS, commonly referred as the Yellow Book standards?         | See #2 above.  |
| 7. | Does a vendor have to supply all services (i.e., those listed in section 4e of the state term contract) within a service category? | Yes.   |
| 8. | May we submit our questions in a Word document, attached to a message like this one?   | Questions must be submitted as outlined in Section 5.1 of the RFP.   |
| 9. | 1.2 Objective - Who holds the current State Term Contracts (incumbents)?   | The list of vendors for the current contracts can be found here:<br><br>Management Consulting Services:<br><a href="https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services/contractors">https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services/contractors</a> |

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|     |   | Financial and Performance Audits:<br><a href="https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/financial_and_performance_audits/contractors">https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/financial_and_performance_audits/contractors</a>   |
| 10. | 6.1 General - Are the Representation and Authorization to be submitted with the proposal response?  | Submission of the Proposal constitutes this representation and authorization. However, if the Respondent needs to disclose information related to the representation and authorization (for example, to inform the Department of all convictions of the firm), it must include such additional information in its Proposal. See the modification of Section 9 of the PUR 1001, "Respondent's Representation and Authorization," located in Section 6.1 of the RFP. |
| 11. | 6.2.1 MFMP Registration - This references a date by which the vendor must be registered as identified in the Time line of events. It is unclear from the timeline of events what this date is.  | See this addendum's modifications to RFP, subsection 6.2.1, MFMP Registration, found below.  |
| 12. | Attachment A – Cost Proposal - The instructions indicate this must be submitted in Excel. The attachment is a PDF.  | An Excel copy of Attachment A – Cost Proposal can be found in the MFMP Sourcing application.   |
| 13. | Attachment A – Cost Proposal - The instructions state the pricing shall be in dollars; amounts cannot include fractions of cents (e.g., \$0.005. Please clarify if the pricing can include cents (e.g., \$0.05) if properly rounded to exclude fractions of cents or are you instructing the prices are in round dollars?   | See this addendum's modifications to Attachment A, Cost Proposal, found below.   |
| 14. | Attachment B – 3.2.2 Preferred Pricing - Our GSA Schedule Contract with the Federal Government contains a Pricing Clause that limits the flexibility with respect to rates offered. The GSA contract requires that the federal government and their eligible organizations/users receive the lowest price for the type of services outlined in this solicitation. Please clarify that preferred pricing is for comparable contracts outside this limitation!  | We believe that Attachment B, Section 3.2.2, is clear as written.  |
| 15. | Attachment B – 3.7 Transaction Fees - Should the transaction fees be included as part of the proposed rates? How will this affect the affidavit that the rates offered do not exceed rates offered under comparable contracts, when those contracts may not include a transaction fee?  | Submitted rates should include any costs associated with providing the proposed service, except travel, as outlined in Section 3.5 of Attachment B.  |
| 16. | 12.2 Payment Audit - Please explain the documentation, described as accounting records and supporting documents, that would subject to audit to support payments under a time & materials (T&M) type of contract?   | We believe that Attachment B, Section 12.2, is clear.  |
| 17. | Attachment D – FPA – Section IV, Statement of Work, paragraph e., Services - Must the vendor have expertise in all areas listed (i.e., financial statements, segment audits, internal controls, economy, and program result/frauds) in order to successfully propose or is the State looking for vendors with expertise in each area separately? For example, we specialize in internal controls and program audits (including performance audits) but we do not do basic financial statement audits. Does this preclude us from bidding or preparing a responsive proposal in the view | The RFP lists two categories of services. Respondents are not required to respond to both categories but are required to provide pricing for all job titles within the category they are responding to.  |

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|     | of the State as the evaluation criteria does not differentiate the different types of services and only provides four categories of scoring.  |  |
| 18. | Attachment D – FPA – Section IV, Statement of Work, paragraph o., Contract Transition - What level of effort is anticipated with contract transition that the vendor shall assume all expenses related to? Is there no limit to the amount of expenses that are the sole responsibility of the vendor to absorb or the timeline during which those expenses may be incurred?  | Section IV. o) of Attachment D provides some non-exhaustive examples of the transition services that the Contractor may be required to provide (attending meetings, answering questions).<br>Any expenses that may be incurred by the Contractor in transitioning to the Contract are not reimbursable and are the responsibility of the Contractor.   |
| 19. | Can we have a mutual indemnification?   | No.  |
| 20. | As indemnification is broad, can there be cap on liability?   | No.  |
| 21. | Regarding limitations of liability there is no cap. Can we agree to a cap either multiple of fees or fixed dollar amount?   | No.  |
| 22. | The RFP states (page 20 of 20) that Attachment A – Cost Proposal and Attachment G – Responsive Requirements must be submitted prior to RFP opening. Please clarify if any documents should be provided in advance and the date for which submission of the documents is required.   | Section 4.1 of the RFP outlines the documents to be included in Respondent's Proposal. If Attachment A and Attachment G are not included or are not completed properly, then the Proposal will not be evaluated. Section 4.2 of the RFP outlines documents that may be submitted after opening but prior to Contract execution. No documents are required to be submitted earlier than the submission date/time for Proposals. |
| 23. | We would like to get clarification on Job Titles/Duties. On page 2 of Attachment C, it indicates we must identify 5 key personnel in our proposal, including Principal Consultant, Senior Consultant, Consultant, Junior Consultant, and Program and Administrative Support. Since the SOW lists various elements for management consulting services, do we have to identify these 5 personnel titles for each scope of work element?   | That is not a requirement specified in the RFP. Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution. Evaluators will evaluate Technical Proposals against the evaluation criteria set forth in the RFP.   |
| 24. | Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02<br><br>Exhibit B: General Contract Conditions<br>4 (b) Best Pricing Offer<br><br>During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.<br><br>Per the RFP No: 06-80101500-J<br><br>Attachment B<br>3.2.2 Preferred Pricing | No.  |

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|            | <p>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.</p> <p>As we are a large firm with contracts throughout the United States a Preferred Pricing clause is difficult to manage. In addition, the clause was not included in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02 as currently written. Will the Department consider deleting the clause? The clause is generally not part of Professional Service Contracts.</p>  |            |
| <p>25.</p> | <p>Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02</p> <p>Exhibit B: General Contract Conditions<br/>19. Indemnification</p> <p>The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.</p> <p>Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the</p> | <p>No.</p> |

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|     | <p>Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.</p> <p>The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving 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. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.</p> <p>Per the RFP No: 06-80101500-J</p> <p>Attachment B<br/>7.5 Indemnification</p> <p>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.</p> <p>The clause in the current RFP is broad and may be unallowed per our professional Standards. Will the Department consider changing the current clause to match that of the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02?</p> |     |
| 26. | <p>Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02</p> <p>Exhibit B: General Contract Conditions</p>   | No. |

20. Limitation of Liability

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another 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 party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and 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.

Per the RFP No: 06-80101500-J

Attachment B

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.

This clause has changed from the previous contract. Will the Department consider changing the current clause to match the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02 providing for a limitation to the "greater of

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|                   | <p>\$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order”?</p>   |            |
| <p><b>27.</b></p> | <p>Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02</p> <p>Exhibit B: General Contract Conditions<br/>31. Dispute Resolution</p> <p>Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.</p> <p>Per the RFP No: 06-80101500-J</p> <p>Attachment B<br/>5.2 Dispute Resolution, Governing Law, and Venue</p> <p>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.</p> <p>Will the Department add “and the parties waive any right to jury trial” as was in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02?</p> | <p>No.</p> |



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| <p><b>28.</b></p> | <p>RFP No: 06-80101500-J</p> <p>Attachment B<br/>6.7 Time is of the Essence</p> <p>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.</p> <p>This clause was not in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02. Will the Department consider removing this clause as there is not time frame for each potential project included in the contract? Without a specified timeframe for performance identified one cannot agree to a Time is of the Essence clause.</p>   | <p>No.</p> |
| <p><b>29.</b></p> | <p>RFP No: 06-80101500-J</p> <p>Attachment B<br/>11.3.2 Liquidated Damages</p> <p>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.</p> <p>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</p> | <p>No.</p> |

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|     | <p>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.</p> <p>This clause was not in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02. Will the Department consider removing this clause from the contract?</p> |  |
| 30. | Will there be an opportunity to negotiate the Terms and Conditions of the Contract prior to execution if we are selected as a vendor?   | No. This procurement is being conducted as a Request for Proposals (RFP), which does not include a negotiation phase.  |
| 31. | Does the State intend for respondents to add headers and footers to completed Attachments A, G, H, and I in proposal responses, or is this optional?  | It is unclear what headers or footers would be needed. No headers or footers are contemplated for these documents.   |
| 32. | Does the State intend for respondents to include a cover page and table of contents for Service Category proposal responses, or is this optional?   | Cover Pages and Tables of Contents are not required and, if included, will be counted against the 20-page proposal limit as outlined in RFP Section 5.5.1, Technical Proposal - 130 Available Points for a Service Category. |
| 33. | Attachment B Special Contract Considerations, Section 7.4 references Performance Bond. As this RFP is for consulting services, will a performance bond be required for any work under the contract?   | This depends upon requirements included in a Customer-specific SOW/RFQ.  |
| 34. | Attachment C, State Term Contract, Section IV.g, Department-Specific Financial Consequences: Are firms on the State Contract requirement to submit quarterly sales report or Transaction Fee Reports during time periods when they are not actively working on any projects?  | Yes. Contractors will be required to submit reports indicating no sales during the reporting period.   |
| 35. | Attachment C, State Term Contract: Will the state consider negotiating minor changes requested to the contract terms and conditions / language?   | No. See #30.   |

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| 36. | How many firms will the State select in each Service Category (SC1 Management Consulting Services and SC2 Financial and Performance Audits)?  | The Department does not have a specific number of Contractors for award. See Section 5.5, Basis of Award, for selection methodology.  |
| 37. | Are resumes included within the 20-page limit to Attachment E or F?   | The Technical Proposals for Category 1 and Category 2 are limited to 20 pages each. Any documents submitted as part of the Technical Proposal will count towards the 20-page limit and evaluators will evaluate only those documents submitted as part of the Technical Proposal.   |
| 38. | The RFP package includes an EXCEL file, "Management Consulting Services and Financial and Performance Audits (Doc145781)." It appears that the only information to be completed in this file is on the Respondent Submission tab, and we are to upload our Cost Proposal and Technical Proposal into the indicated cell of the worksheet. Is this correct? Are we to enter any information in the columns titled Description, Alternative, or Answer? | The only Excel file included is Attachment A, Cost Proposal. Respondents would only include their pricing for the Job Titles. The Cost Proposal and the separate Technical Proposal would be submitted in the designated upload area of the "Respondent Submission" section in the MFMP Sourcing application. If additional assistance is needed using the MFMP Sourcing application please see Section 6.2.4, MFMP Assistance. |
| 39. | Please clarify if the total page allocation for Service Category 1 and 2 is 20 pages, or if there is a limit of 20 pages per Service Category (40 total)?   | Technical Proposals for Category 1 (Management Consulting Services) and Category 2 (Financial and Performance Audits) are two separate Proposals and are limited to 20 pages each.  |
| 40. | Are resumes included within the 20 page Technical Proposal allocation?  | Yes. See #37.   |
| 41. | Please clarify if the duties listed under "Program and Administrative Support" under c. Job Titles, are responsibilities of a key position of the MCS Service Category, or the overarching duties of the Contractor? If these duties are assigned to a role, please clarify the position title.   | We believe that the description is clear that this is a "position."   |
| 42. | Please clarify that the intent of this solicitation is to establish a pool of vendors for each Service Category. If so, is there a limit to how many vendors will be chosen for each category?  | See #36.  |
| 43. | Could the State provide us with a sampling of the agencies that utilized the MCS STC from 2018-2019?  | See Appendix A below.   |
| 44. | Attachment E - Is there a limit to how many resumes the State would like to see proposed for each Service Category position?  | There is no limit except that the Technical Proposal must not exceed 20 pages for each service category.  |
| 45. | Reference: Section 6.1 and Attachment G<br>Question: Sections 6.1 and Attachment G require that respondents certify they agree to all contract terms and conditions. As some respondents may not be able to submit proposals without modifications/exceptions to the terms and conditions, will the State please consider revising this language to allow for proposed edits to terms and conditions, subject to final negotiation with the State?    | No. See #30.  |
| 46. | Reference: 4.1.2, 5.5.2 Cost Proposal, Attachment A – Cost Proposal, Contract Terms and Conditions<br>Question: The referenced sections require that respondents provide hourly rates for each job title. Given that some of the resulting scopes of work under the MSA will use project/deliverable-based pricing and that some companies do not price on an hourly basis, will the State allow offerors to propose                                  | No. See Section IV. b), Pricing, of Attachment C and Attachment D.  |

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|     | rate cards for resources with alternate structures (such as all-inclusive weekly team-based rates) without a requirement for hourly rates or the job titles? Will the State also allow the respondent to make edits to the required cost proposal template to capture these alternative rate structures? This would allow the State to benefit from a more competitive procurement that is open to all vendors qualified for this work. |  |
| 47. | Reference: Attachment E, page 2. Question: We assume resumes will be considered outside the 20-page limit for Technical Proposals. Please confirm.  | No. See #37.   |
| 48. | Does the Department anticipate any significant changes to the timeline or the requirements of this RFP in response to the current COVID-19 circumstances?   | Any changes to the Timeline will be posted on the Vendor Bid System (VBS).   |
| 49. | Should the Respondents complete and submit Attachment J – Subcontracting as part of the proposal submission?  | No. See Section 4.2 of the RFP, Post Award Requirements.   |
| 50. | Is the State open to negotiating any of the contract terms and conditions?  | No. See #30.   |
| 51. | What specific services are you envisioning related to “Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs” as part of the Management Consulting services?   | The specific tasks will be determined by the Customer.   |
| 52. | Can the State break down the estimated 2018-19 annual spend further by providing a table of spending by agency/department?  | See Appendix A below.  |
| 53. | It appears from the draft contract (Attachment C) that at least 8 contract holders exist. Can the State break down the estimated 2018-19 annual spend by contract holder?   | See Appendix A below.  |
| 54. | Does DMS anticipate awarding a similar number of STCs for MCS as a result of this RFP?  | See #36.   |
| 55. | Attachment A states “Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.”<br><br>As this would require respondents to estimate travel and ODCs for inclusion in calculating all-inclusive rates, therefore not necessarily yielding the best price for the state on a given task order, would the State consider revising Attachment A to request labor rates only?                     | No. The Department will not dictate what Respondents should include in its cost proposal. However, refer to Attachment B, Special Contract Conditions, Section 3.5, Travel, for terms related to travel costs. |
| 56. | As the necessity of background checks is uncertain, please provide historical information as to how often State agencies have requested this. In the event that requirement is imposed, will it only be a criminal background check?  | The Department does not have this information. The Customer will determine the type of background check that is needed.  |
| 57. | Respondents are warned not to exceed 20 pages describing Experience and Proposed Solution. However, it is suggested that resumes be provided. Would DMS consider excluding resumes from the 20 page limit?  | No.  |
| 58. | Does the State intend to require Contractors to furnish a performance bond or letter of credit?   | See #33.   |
| 59. | RFP shows an estimate of \$18,416,318.91 for Management Consulting Services for 2018-2019. Please provide the detailed estimate by labor category, hourly rate, and associated number of hours for each that comprise this figure.  | The Department does not have this information.   |

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|     | RFP shows an estimate of \$2,571,579.17 for Financial and Performance Audits Services for 2018-2019. Please provide the detailed estimate by labor category, hourly rate, and associated number of hours for each that comprise this amount.  |   |
| 60. | Attachment A Instructions state: "Proposed costs are ceiling rates inclusive of any and all costs associated with providing services." However, Attachment B Section 3.5 Travel implies that authorized contractor travel costs will be reimbursed by the State, and therefore contractors would not include travel costs in its proposed hourly rates. Is this interpretation correct?   | Travel costs should not be included in the proposed rates. The Customer will determine whether to allow reimbursement for travel costs. Such reimbursements, if allowed, would be in accordance with Section 3.5, Travel, of the Special Contract Conditions. |
| 61. | 5.5.1 Technical Proposal, page 13: Can the cover page and Table of Contents be excluded from the 20-page limit?   | No. See #32.  |
| 62. | Attachment E, 2. Services – 55 Available Points, page 2: Are resumes excluded from the 20-page limit?   | No. See #37.  |
| 63. | Attachment A. Cost Proposal: Attachment A states "proposed costs are ceiling rates inclusive of any and all costs associated with providing services." Given the range of services and requirements possible from Customer SOWs, the need for travel and other direct costs (ODCs) are not clearly defined and are very difficult to estimate at this point. Will the State consider allowing Contractors to price travel and other direct costs necessary to complete the required services separately in response to purchase order RFPs, rather than embedding a value for travel and ODCs in the hourly rates for the entire contract? If travel and ODCs must be included in the ceiling rates, can the State provide guidance on levels of travel and ODCs that offerors should assume when developing their estimates? | See #55 and #60. Any travel requirements for specific RFQ's will be determined by the Customer.   |
| 64. | Attachment B, SPECIAL CONTRACT CONDITIONS, 7.4 Performance Bond, page 10: Will a performance bond or letter of credit be required under the resultant contract?   | See #33.  |
| 65. | Section 1.3 - The section identifies the total 2018-2019 dollar spend. Could you provide further details about the dollars, to include dollars by project?  | The Department does not have this information. Projects are determined by the Customer.   |
| 66. | Attachment C, Section IV. C - Would you consider adding an "entry-level consultant" that accounts for someone with 0-3 years' experience?   | No.   |
| 67. | Attachment D, Section IV. C - Would you consider adding an "entry-level consultant" that accounts for someone with 0-3 years' experience?   | No.   |
| 68. | Attachment E, Section 2 - The evaluation criteria and scoring for "Services" favors firms that offer a wide range of services that can benefit most agencies. Our firm offers specialized services and direct expertise that may benefit only a few agencies. Through discussions, we understand these agencies use this vehicle to obtain services. Is there any consideration in the scoring process to account for firms providing specialized governmental consulting services rather than general governmental consulting services?  | No.   |
| 69. | Attachment F, Section 2 - The evaluation criteria and scoring for "Services" favors firms that offer a wide range of services that can benefit most agencies. Our firm offers specialized services and direct expertise that may benefit only a few agencies. Through discussions, we understand these agencies use this vehicle to obtain services. Is there any consideration in the scoring process to account for   | No.   |

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|            | firms providing specialized governmental audit services rather than general governmental audit services?  |   |
| <b>70.</b> | <p>“The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors which have at least five (5) years of relevant experience in either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State.”</p> <p>Section 4.1.1.7 requires that Respondents certify that their “proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing” the services at issue. However, there is language in Section 1.2 of the RFP stating that the goal of this solicitation is to “provide Customers with the capability to issue a Request for Quotes (“RFQ”) to Contractors which have at least five (5) years of relevant experience...” The Specific Requirements of Section 4 of the RFP do not state anything about a Respondent (if, in fact, that term is being used interchangeably with Contractor) as a business entity having five years of experience. If Section 1.2 of the RFP is to be read as referring to the Respondent as a business entity, does that mean that a company which has not been in existence for at least five years, but which can fulfill all of the Specific Requirements of Section 4, would be deemed nonresponsive or otherwise ineligible for these contracts?</p> <p>If it is a requirement that a Respondent be in existence as a business entity for at least five years to be eligible for these contracts, why was this requirement not specified in the RFP Specific Requirements of Section 4?</p> | See this addendum’s modifications to RFP Section 1.2, Objective, found below. |
| <b>71.</b> | Will resumes count toward the 20 page limit under the Technical Proposal? Can resumes be included via an appendix?  | See #37.  |
| <b>72.</b> | Will vendors while working under this contract be excluded from developing sub-grant applications to be submitted to the State? Will vendors who customarily provide services to localities in support of applications to programs covered under this RFP be allowed to continue to do so if awarded this contract?   | The RFP does not address this issue.  |
| <b>73.</b> | Attachment B, Section 7.4 page 9: The Special Contract Conditions say a performance bond may be required. Does the Department intend to require a performance bond? If yes, what will be the amount required for the performance bond?  | See #33.  |
| <b>74.</b> | Attachment B, Section 7.5page 9: Will the Department add to Section 7.5 of the Special Contract Conditions the following language from PUR 1000 section 19: "Provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer."?   | No.   |
| <b>75.</b> | Attachment B, Section 7.6page 9: With respect to limitation of liability, will the Department replace Section 7.6 of the Special Contract Conditions with section 20 from PUR 1000?   | No.   |

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| 76. | Attachment C, Section IV.1.2page 8: Under the heading "Contract Quarterly Sales Reports", the first paragraph says the quarterly sales reports are due "within ten (10) calendar days after the close of each State Fiscal quarter" but the examples that follow say the reports are due "fifteen (15) calendar days after the close of the fiscal quarter." Please clarify the due date.   | See this addendum's modifications to Attachment C, Section IV. I), Contract Reporting, and Attachment D, Section IV. I), Contract Reporting, found below.   |
| 77. | Can you please provide a list of projects that were issued under this contract last year, by title or category?   | The Department does not have this information.  |
| 78. | <p>5.7 "Firm Response"<br/> The Department intends to award a Contract(s) within six (6) months after the date of the Notice of Intent to Award, during which period Proposals will remain firm and may not be withdrawn. If an award is not made within six (6) months, all Proposals will remain firm until either the Department awards the Contract(s) or the Department receives from the Respondent written notice that the Proposal is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected."</p> <p>May pricing be revised if the State does not award within 12 calendar months?</p>   | No. However, after 6 months the Respondent may withdraw its Proposal.   |
| 79. | <p>1.4 The initial term of the STCs resulting from this solicitation will be three (3) years. Upon written agreement, the STCs may be renewed in whole or in part, in accordance with section 287.057 (13), F.S. Any renewal is subject to the same terms and conditions set forth in the initial STC and any written amendments signed by the parties. Any renewal may not include any compensation for costs associated with the renewal. Any renewal is contingent up on the satisfactory performance of the Contractor and subject to the availability of funds.</p> <p>What is the length of each renewal, one year or multiple years? Can we revisit our pricing prior to a renewal decision?</p> | <p>Please see section 287.057 (13), F.S. The Renewal term may be for a term that does not exceed the initial Contract term. A decision on the renewal term will be made at a later date.</p> <p>Renewal pricing must be provided in Attachment A, Cost Proposal, and the pricing provided will be used during the renewal period.</p> |
| 80. | Attachment A Initial Term Hourly Rate Please define 'Initial Term Hourly Rate' and the expected start and end of the period they are valid for.   | Initial pricing will be effective for three years from the Contract start date. These terms are defined in the RFP Sections 4.1.2 and 5.5.2.  |
| 81. | Attachment A Renewal Term Hourly Rate Please define 'Renewal Term Hourly Rate' and when would this be applicable? What is the expected start and end of the period they are valid for?  | Renewal pricing, if the Contract is renewed, will be effective for the renewal term outlined in a renewal amendment. These terms are defined in the RFP Sections 4.1.2 and 5.5.2.   |
| 82. | Attachment G "4.1.1.2 The Respondent must certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited, to Section 6.1 of the RFP."<br>May we provide proposed redlines to the terms and conditions, which would be subject to State negotiation and approval? If not, can clarification please be provided regarding the extent to which vendors may propose edits to the terms and conditions?   | No. See #30.  |

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| 83. | Is the scoring for pricing for the two categories (technical proposals) done independently? If not, can you provide the formula for how you blend the two categories?   | The scoring for the two service categories will be done independently. Respondents are not required to respond to both service categories.  |
| 84. | Are transmittal letter, staff resumes, and all other provided documentation (with exception of forms) included as part of the 20 page limit?  | Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution.   |
| 85. | On page 5 of 10 of the Financial and Performance Audits Scope section (Attachment D.IV.e), it mentions that "Program Results and Program Fraud Audits" are a potential service category. Our firm has performed numerous program reviews and audits for our state agency clients over the past 30+ years. However, we are not a CPA firm. Do you need to be a CPA firm to bid on the Financial and Performance Audits scope?  | No.   |
| 86. | The RFP specifies to provide relevant experience and examples. Is there a minimum requirement for client references or specific information required for references?  | See Attachment E, Technical Proposal Instructions and Evaluation Criteria Service Category 1: Management Consulting Services, and Attachment F, Technical Proposal Instructions and Evaluation Criteria Service Category 2: Financial and Performance Audits. |
| 87. | Are electronic signatures permitted for this electronic submission, or are we required to have a scanned copy of ink signature with the submission?   | Respondents may electronically sign or submit scanned copies of signed documents.   |
| 88. | Will the State accept edits to the terms and conditions of the contract document?   | No. See #30.  |
| 89. | Who is defined as an eligible user in Section 1.3?  | "Eligible User" is defined in Rule 60A-1.001, Florida Administrative Code.  |
| 90. | Is there a minimum or maximum dollar amount for SOW's released under this contract?   | No.   |
| 91. | Is there a small business goal for work under this contract?  | No.   |
| 92. | Attachment C - Does the State expect Management Consulting Services bidders to demonstrate capabilities across all "services" listed in Services section of Appendix C, or is demonstrated capability in a "subset" of these services acceptable?   | Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution.   |
| 93. | Attachment I - Many large firms have invested in global, offshore capabilities and associates who could be advantageous for the State. We respectfully request the State reconsider the no offshoring requirement if firms can demonstrate adequate privacy and security measures are in place.   | The Department will not modify the RFP in this way.   |
| 94. | Attachment A - We understand the desire to establish rate cards as part of this master contract. However, there is a wide range of hourly rate structures in the management consulting industry, just as there is a wide range of experience levels, education levels, certifications, intellectual property, and specialization – all which translate to varying degrees of potential value delivered to the State. Placing 35% of the evaluation weight on rate evaluation (70 of 200 points) could drive the evaluation results to selecting only the lowest cost providers (lowest rates), thereby limiting the potential value that some agencies may require that is reflected in the higher rate structures that often come with greater firm experience and | The Department will not modify the RFP in this way.   |



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|      | specialization. We respectfully request the State eliminate the scoring of Cost Proposal (or at least significantly reduce the weighting to 10-15%). This would allow agencies to make value judgements of bidder proposals/SOWs versus proposed fixed costs or hourly rates in the agency procurement process, which is better for agencies.  |  |
| 95.  | Attachment C – Indemnity - We respectfully request the State carve out a requirement to indemnify the State for harm caused in whole or in part by the State.  | The Department will not modify the RFP in this way.                                |
| 96.  | Attachment C – Ownership - We respectfully request the State address bidders need to retain ownership of pre-existing intellectual property.   | See Attachment B, Special Contract Conditions, Section 8.4, Intellectual Property. |
| 97.  | Attachment C – Payment Audit - We respectfully request the Sate waive this requirement for work performed on a fixed-fee basis.  | The Department will not modify the RFP in this way.                                |
| 98.  | Attachment B 7.4 - Would the Department consider removing the requirement for the vendor to optionally provide a performance bond at no cost? The cost of an optional bond would need to be reflected in the hourly rates and given a bond is rarely used and optional the cost may not be warranted?  | No. See #33.   |
| 99.  | Attachment C IV.c.4 - Would the Department consider removing the requirement for the junior consultant category to have 3 years of experience since the requirement increases hourly rate for that category and potentially would require use of the Program and Administrative Support Category for consultants with less than 3 years of experience which would raise the rate of that category?   | No.  |
| 100. | Attachment E 1. - Can the Agency articulate the criteria for an experience rating of good vs. extensive?   | The Department will not modify the RFP in this way.                                |
| 101. | Attachment E 2.- Can the Agency articulate the criteria for a services rating of good vs. Exceptional?   | The Department will not modify the RFP in this way.                                |
| 102. | Attachment C IV.j - Would the Department consider allowing the Contractor to provide services with Customer permission on non-business days and holidays observed by the Customer?   | This would be determined by the Customer.  |
| 103. | 5.5 - The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. Does this mean only some or all vendors within 20% of the highest total final score would receive awards?  | The Department believes this section is clear.                                     |
| 104. | Attachment E 2. - Will the inclusion of resumes to articulate typical resources that we offer to provide services, count towards the 20-page limit? Can we include sample resumes as an attachment or appendix?  | See #37.   |
| 105. | Attachment B (Special Contract Conditions), Section 7.4 (Performance Bond) - This section states that Contractor may be required to furnish a performance bond, letter of credit, or other form of security. Does the Department anticipate it will require a performance bond (or other security) for the State Term Contract, or will the Department determine the need for such security on a case by case basis for any contracts issued under the State Term Contract? If a performance bond or other security is required for the State Term Contract, please provide the details. | See #33.   |

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| 106. | Attachment B (Special Contract Conditions), Section 7.5 (Indemnification) - Respondent respectfully requests that the Department remove the phrase <i>"including consequential, special, indirect, and punitive damages,"</i> contained in the first sentence.  | The Department will not modify the RFP in this way.  |
| 107. | Attachment B (Special Contract Conditions), Section 8.4 (Intellectual Property) - This section does not address Contractor's (or its subcontractor's) ownership of pre-existing or independently developed materials. Will the Department consider adding language to this section to address this concern? Suggested language for consideration: <i>"Contractor (or its subcontractor) will retain all rights, title and interest in and to all materials and methodologies developed by it (or its subcontractor) prior to the effective date of this Agreement and/or developed outside of Contractor's obligations hereunder."</i>  | No. See #96.   |
| 108. | Attachment C (State Term Contract for MCS), Section IV (i) (Contractor Warranty) - This section specifies the warranties to be provided by Contractor. Will the Department consider modifying this section to exclude any warranties not specifically made by Contractor in the agreement? Suggested language for consideration: <i>"Except for the express warranties made herein, Contractor makes no other warranties concerning the services or deliverables including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose."</i>   | The Department will not modify the RFP in this way.  |
| 109. | What is the primary expected outcome a result of this engagement? For example, reduce unnecessary operating expenses, employee retention, increasing quality, preparing for a new technology  | Expected outcomes will be based on the individual needs of the Customer.   |
| 110. | Page 7, Section 1.8 – Commodity Code List.<br>What Commodity Codes and Descriptions are related to the Management Consulting Services (Service Category 1)?<br><br>Related – Page 17 states: Within MFMP VIP, in the 'Commodity Selections' section, ensure that you have selected the matching commodity codes used in this solicitation. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account. Should vendors for Service Category 1 only select those Commodity Codes and Descriptions related to the Management Consulting Services (Service Category 1), or should all codes listed in the table on page 7, Section 1.8 be selected? | Please use the link below for more information on Commodity Codes.<br><a href="https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes">https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes</a><br><br>The table in Section 1.8 of RFP lists the Commodity Codes being used for this solicitation.<br><br>Respondents should select commodity codes that reflect the services it provides. |
| 111. | RFP pg. 15, Section 6.1 states: Section 5. Questions. Questions shall be submitted in accordance with Section 5.2 of this solicitation. Please confirm this should read Questions shall be submitted in accordance with Section 5.1 of this solicitation.   | Correct.   |
| 112. | Page 46, Attachment C (Contract for MCS) – regarding the Contract Quarterly Sales Reports that must be submitted:<br>What is this 'sales report'? Also, clarify the requirement that if "no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract"   | Awarded Contractors are required to report sales on the Contract each quarter in a format that will be supplied by the Contract Manager.<br><br>The Department retains the right to terminate the Contract with a Contractor if it has no sales for two quarters.  |

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| 113. | Page 40 (State Term Contract for MCS), Section IV.b states:<br>b) Pricing. The attached price sheet provides maximum hourly rates for services. Please confirm that the "price sheet" referenced in Attachment C (the State Term Contract for MCS, Section IV.b) is referring to the hourly rates that will be provided in Attachment A, Cost Proposal.   | See this addendum's modifications to Attachment C, Section IV. b), Pricing, and Attachment D, Section IV. b), Pricing, found below.  |
| 114. | In the Timeline of Events (Sec 1.1) are any changes in schedule anticipated due to COVID-19 ?   | See #48.   |
| 115. | What's been the average duration of projects awarded during the initial 3 year term and the renewal term?   | The Department does not have this information. Duration of projects will be determined by the Customer and outlined in their Scope of Work.  |
| 116. | If vendor job titles do not align with the five job titles in the RFP is it acceptable to amend or add job titles.  | No.  |
| 117. | Are we correct in assuming that we have both 20 pages for Management Consulting Services and an additional 20 pages for the Financial Audits responses?   | Respondents are not required to respond to both service categories. The Technical Proposals are two separate responses and are limited to 20 pages each.   |
| 118. | If resumes go behind the Experience (project quals) and Services Section (proposed solution) are they also included in the twenty-page limit?   | Yes. See #84.  |
| 119. | Even with one page resumes, this greatly limits the additional pages for Experience and the Proposed Solution.Does the Department want to see representative resumes from each of the job categories?   | See #84.   |
| 120. | Can you confirm that hourly rates must be all inclusive of any anticipated expenses or travel?  | See #15.   |
| 121. | Are hourly rates requested for both service categories to be for labor only (e.g. not inclusive of travel or other direct costs but inclusive of labor, overhead, and profit)?  | See #15.   |
| 122. | Can the state provide a list of vendors currently supporting these services across both service categories?   | See #9.  |
| 123. | Are we required to submit attachment J for all anticipated subcontracts that we anticipate using or should attachment J only be submitted as subcontractors are proposed for active RFQs?   | Attachment J, Subcontracting is to be submitted after Contract award, but subcontractors must be approved in writing, as required in Attachment B, Special Contract Conditions, Section 6.1, Subcontractors, by the Contract Manager prior to conducting business on behalf of the Contractor. |
| 124. | In regard to the job titles and duties of section IV c) of attachments C and D, the minimum required experience for Principal Consultants and Senior Consultants is the same (10 years) and the minimum required experience for a junior consultant is 3 years. Typically the junior consultant position is more of entry level professional position that may require a college degree versus the program and administrative support position which is more clerical and administrative in nature and may not have a college degree. The way the minimum years of experience is defined will be difficult to assemble the appropriate team structure. Would the department consider changing the minimum experience to a range such as the following:<br><br>Principal Consultant (10 or more years of experience) | No.  |

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|      | Senior Consultant (6-10 or more years of experience)<br>Consultant (3-5 or more years of experience)<br>Junior Consultant (0-3 or more years of experience)   |  |
| 125. | Potential Respondent appreciates DMS's obligation to ensure that its stakeholders are protected in this transaction. However, as part of a publicly traded entity, we too have a fiduciary duty to our stockholders and request that DMS confirm the ability and willingness to negotiate a cap on liability that reasonably reflects the risk associated with this transaction.  | The Department will not modify the RFP in this way.  |
| 126. | Are there any submission requirements on Margins/Font Type/Font Size?   | No.  |
| 127. | What types of engagements are anticipated for FY 2020-2021?   | The Department does not have this information.   |
| 128. | Can you provide an example of a past engagement. (i.e. type, resources required, duration.)   | The Division does not have this information.   |
| 129. | Who should be listed on the Certificate of Insurance and what address?  | Florida Department of Management Services<br>c/o Division of State Purchasing<br>4050 Esplanade Way, Suite 360<br>Tallahassee, FL 32399-0950 |
| 130. | Are the terms and conditions negotiable? If so, should an exception document be included in the proposal(s)?  | No. See #30.   |
| 131. | Should potential subcontractors be included in the proposal, or submitted after award and issuance of specific RFQ?   | See #123.  |
| 132. | The services include a wide range of needs that would elicit a tailored response when an RFQ is published. If subcontractors are included in the proposal, would we be limited to only those subcontractors when RFQ are published?   | See #123.  |
| 133. | Does the 20-page limit include bios of proposed account team members?   | Yes.   |
| 134. | Would the agency consider a separate rate card for technology management consulting? The range of services included in the MCS RFP is widely varied.  | No.  |
| 135. | In both STC No. 80101500-20-1 for Management Consulting Services, and STC No. 84111600-20-1 for Financial and Performance Audits, the Department outlines in Job Titles and Duties for 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 SOWs in Section IV.c.<br><br>The <i>minimum</i> experience requirements for the Job Titles outlined are not well aligned with the industry experience levels for the sample Duties of the corresponding STC job levels. This will result in challenges to staffing these positions with the correct skill sets at a cost-effective rate structure, which would adversely impact the State long term.<br><br>Will the department consider shifting the <i>minimum</i> experience requirements to the following structure? | No.  |

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|      | <p>Principal Consultant – A <i>minimum</i> of 7 years' experience in duties...</p> <p>Senior Consultant – A <i>minimum</i> of 5 years' experience in duties...</p> <p>Consultant – A <i>minimum</i> of 3 years' experience in duties...</p> <p>Junior Consultant – No <i>minimum</i> requirement for experience...</p> <p>Program and Administrative Support – No change suggested</p>   |   |
| 136. | <p>Per review of both the Management Consulting Services and Financial and Performance Audit draft contracts, it appears that disaster recovery services will be procured under the MCS contract when it they were previously under the FPA contract. Since all States, local governments, Indian tribal governments, or nonprofit organizations are subject to Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, found at 2 C.F.R. Part 200, and the services contracted by this program pertain to monitoring, auditing, and compliance, what is the purpose of this change?</p>   | <p>The Department determined that the Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs is more aligned with the scope of services for the Management Consulting category rather than the Financial and Performance Audits category.</p> |
| 137. | <p>Will the Department consider including a local preference clause for both contracts to incentivize contractors to grow Florida's economy (e.g., for the FPA contract – a CPA firm registered in the State of Florida who has physical offices to serve the needs of the state)?</p>   | <p>The Department will not modify the RFP in this way.</p>  |
| 138. | <p>MC STC Draft Contract, Section O – Contract Transition: what are the transition expectations/requirements if a contractor is awarded a purchase order with a term extending beyond the STC end-date if that contractor is not selected for the subsequent STC?</p>  | <p>This will be determined by the Customer.</p>   |
| 139. | <p>FPA STC Draft Contract: The AICPA, referenced in the draft contract, develops standards for the Certified Public Accountant (CPA) profession as referenced in its mission statement below. As written, the draft contract does not include a requirement for the vendor to be a registered CPA firm. Will the Department consider adding this requirement?</p> <p>The American Institute of Public Accountants (AICPA) develops standards for audits of private companies and other services by CPAs; provides educational guidance materials to its members; develops and grades the Uniform CPA Examination; and monitors and enforces compliance with the profession's technical and ethical standards</p> | <p>No.</p>  |
| 140. | <p>In Clause 2.3.3 of Attachment B Special Contract Conditions, can the Department provide clarification regarding what events qualify as a "default" that would result in immediate termination? Will the Department consider listing these events expressly in the terms in subsection (a)?</p>  | <p>The Department will not modify the RFP in this way.</p>  |
| 141. | <p>Within Clause 5.1 of Attachment B Special Contract Conditions, it states that "provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference."<br/>Will the Department confirm that this reference is to the correct statute?</p>  | <p>Yes.</p>   |
| 142. | <p>Will the Department provide a list of the policies, standard, and procedures applicable to Clause 6.5 in Attachment B Special Contract Conditions?</p>  | <p>No.</p>  |

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| <b>143.</b> | Will the Department provide examples of what documents the Department considers "necessary" and "sufficient" per Clause 12.2 and 8.3 of Attachment B Special Contract Conditions? | No, this is dependent on the situation.   |
| <b>144.</b> | Will the Department provide a copy of its security policies, protocols, and procedures referenced in Clause 13.4 of Attachment B Special Contract Conditions?                     | The Department is not providing these at this time. These may be provided after Contract award.   |
| <b>145.</b> | The RFP indicates PUR 1001 is incorporated into the contract. In what position does PUR 1001 fall in the contract order of precedence?  | PUR 1001 are General Instructions to Respondents and are incorporated into the solicitation but are not incorporated in the resulting Contract. |

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in **yellow**.

**1. Section 1.2, Objective, is hereby replaced in its entirety as follows:**

**1.2 Objective**

The State of Florida (State), Department of Management Services (“Department” or “DMS”), invites interested vendors to submit Proposals in accordance with these solicitation documents for management consulting (Service Category 1) and financial and performance audit (Service Category 2) services. The purpose of the solicitation is to replace the current State Term Contracts (STCs) for both Management Consulting Services (MCS), No. 973-000-14-01, and Financial and Performance Audits (FPA), No. 973-000-14-02, for use by all Customers. Respondents may submit Proposals for either of, or both, the MCS and FPA services. The awards for each of the resulting STCs will be based on independently submitted, evaluated, and calculated Proposals. The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors **which have at least five (5) years of relevant experience in** for either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State.

**2. Section 6.2.1 MFMP Registration, is hereby replaced in its entirety as follows:**

**6.2.1 MFMP Registration**

In order to submit questions regarding this procurement, and to submit a response to this RFP, a Respondent must be a registered Vendor in the MFMP VIP. Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the ‘Solicitations’ page of their MFMP VIP account.

If you are not currently registered with MFMP VIP you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the ‘Solicitations’ page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodities codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor’s registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to ‘Join’ the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to ‘Join’ the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

**ALL VENDORS MUST ‘JOIN’ THE MFMP SOURCING EVENT **PRIOR TO THE ‘DEADLINE TO SUBMIT PROPOSALS AND ALL REQUIRED DOCUMENTS IN MFMP SOURCING’** BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS, SECTION 1.1, IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

**3. Section IV. b), Pricing, of Attachment C, State Term Contract 80101500-20-1 for Management Consulting Services, is hereby replaced in its entirety as follows:**

b) Pricing.

The attached **Cost Proposal, Attachment A, price sheet** 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.

**4. Section IV. b), Pricing, of Attachment D, State Term Contract 84111600-20-1 for Financial and Performance Audits, is hereby replaced in its entirety as follows:**

b) Pricing.

The attached **Cost Proposal, Attachment A, price sheet** 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.

**3. Section IV. I), Contract Reporting, of Attachment C, State Term Contract 80101500-20-1 for Management Consulting Services, is hereby replaced in its entirety as follows:**

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](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

*2. Contract Quarterly Sales Reports.*



The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ~~ten (10)~~ fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

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

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

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

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

### *3. Diversity Report.*

The Contractor shall report to each Customer, ~~ten (10)~~ 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.

## **4. Section IV. I), Contract Reporting, of Attachment D, State Term Contract 84111600-20-1 for Financial and Performance Audits, is hereby replaced in its entirety as follows:**

### **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](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

#### *2. Contract Quarterly Sales Reports.*

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ~~ten (10)~~ fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.  
Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.  
Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.  
Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

*3. Diversity Report.*

The Contractor shall report to each Customer, ~~ten (10)~~ 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.

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5. Attachment A, Cost Proposal, is hereby replaced in its entirety as follows:

| Attachment A: Cost Proposal   |                          |                          |
|---|--------------------------|--------------------------|
| Request For Proposals   |                          |                          |
| No. 06-80101500-J   |                          |                          |
| Management Consulting Services and Financial and Performance Audits   |                          |                          |
| <b>Respondent Name</b>  |                          |                          |
| <b>INSTRUCTIONS</b>   |                          |                          |
| The Respondent may respond to one or both Service Categories. <b>The Respondent is not required to respond to both Service Categories.</b> 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. <b>The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.</b> 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 <u>may include cents (e.g. \$0.05), but cannot include fractions of cents (e.g. \$0.005).</u>  |                          |                          |
| Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.   |                          |                          |
| <b>Service Category 1: Management Consulting Services</b>   |                          |                          |
| JOB TITLE   | INITIAL TERM HOURLY RATE | RENEWAL TERM HOURLY RATE |
| Principal Consultant  |                          |                          |
| Senior Consultant   |                          |                          |
| Consultant  |                          |                          |
| Junior Consultant   |                          |                          |
| Program and Administrative Support  |                          |                          |
| <b>Service Category 2: Financial and Performance Audits</b>   |                          |                          |
| JOB TITLE   | INITIAL TERM HOURLY RATE | RENEWAL TERM HOURLY RATE |
| Principal Consultant  |                          |                          |
| Senior Consultant   |                          |                          |
| Consultant  |                          |                          |
| Junior Consultant   |                          |                          |
| Program and Administrative Support  |                          |                          |

**APPENDIX A**

| <b>Management Consulting Services 2018-19 (Source: MFMP Analysis)</b> |                         |                                   |                 |
|---|-------------------------|-----------------------------------|-----------------|
| <b>Agency Name</b>  | <b>Total</b>            | <b>Supplier - Company Name</b>    | <b>Total</b>    |
| Department of Transportation  | \$ 5,567,584.97         | The North Highland Company        | \$3,981,991.05  |
| Department of Health  | \$ 2,535,660.50         | Ernst & Young U.S. LLP            | \$3,792,429.01  |
| Department of Economic Opportunity (DEO)                              | \$ 1,055,131.80         | ISF, INC.                         | \$2,302,968.75  |
| Department of Children and Families                                   | \$ 804,777.75           | Grant Thornton LLP                | \$719,985.00    |
| Department of Management Services                                     | \$ 571,501.41           | Thomas Howell Ferguson P.A.       | \$385,294.06    |
| Department of Highway Safety and Motor Vehicles                       | \$ 508,220.00           | KPMG LLP                          | \$304,880.06    |
| Department of Financial Services                                      | \$ 407,917.40           | Gartner, Inc.                     | \$249,795.00    |
| Executive Office of the Governor                                      | \$ 395,294.06           | MAXIMUS Consulting Services, Inc. | \$134,021.50    |
| Department of Business and Professional Regulation                    | \$ 106,716.50           | MAXIMUS                           | \$131,000.00    |
| Agency for Health Care Administration                                 | \$ 50,000.00            | RSM US LLP                        | \$79,157.46     |
| Agency for State Technology (AST)                                     | \$ 46,200.00            | Carr, Riggs & Ingram, LLC         | \$29,586.50     |
| Department of Law Enforcement   | \$ 24,884.00            | Total                             | \$12,111,108.39 |
| Florida Department of Corrections                                     | \$ 12,500.00            |                                   |                 |
| Fish and Wildlife Conservation Commission                             | \$ 12,000.00            |                                   |                 |
| Department of Environmental Protection                                | \$ 9,500.00             |                                   |                 |
| State Courts System   | \$ 4,000.00             |                                   |                 |
| <b>Total</b>  | <b>\$ 12,111,888.39</b> |                                   |                 |

| <b>Financial and Performance Audits 2018-19 (Source: MFMP Analysis)</b> |                         |                                |                         |
|---|-------------------------|--------------------------------|-------------------------|
| <b>Agency Name</b>  | <b>Total</b>            | <b>Supplier - Company Name</b> | <b>Total</b>            |
| EOG (Division of Emergency Management)*                                 | \$ 17,224,088.80        | Thomas Howell Ferguson P.A.    | \$ 15,932,506.95        |
| Agency for Health Care Administration                                   | \$ 701,265.28           | KPMG LLP                       | \$ 1,320,533.53         |
| Department of Economic Opportunity                                      | \$ 230,252.20           | Ernst & Young U.S. LLP         | \$ 668,439.60           |
| Department of Health  | \$ 29,900.00            | RSM US LLP                     | \$ 230,252.20           |
| Department of Education   | \$ 27,489.25            | Carr, Riggs & Ingram, LLC      | \$ 61,263.25            |
| <b>Total</b>  | <b>\$ 18,212,995.53</b> | <b>Total</b>                   | <b>\$ 18,212,995.53</b> |

\* Note: Spend for the Executive Office of the Governor, Division of Emergency Management, substantially increased during fiscal year 18-19. The increase in spend is the result of Professional Disaster Recovery Services for the Bureau of Recovery for Federal Stafford Act grant administered by FEMA during the 2018 Hurricane Season. The Period of Performance for these services was July 16, 2018 through December 30, 2018. A service for Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs has been added to the Management Consulting Services category to address these services when needed in the future.