

**AGREEMENT FOR MANAGEMENT CONSULTING SERVICES BETWEEN
THE CITY OF FORT LAUDERDALE AND KPMG LLP**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, is by and between the City of Fort Lauderdale, a Florida municipality, ("City" or "User Entity," or "User Agency"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301-1016, and KPMG LLP, a Delaware registered limited liability partnership authorized to transact business in the State of Florida, ("Contractor" or "Consultant"), who has an office at 303 Peachtree Street NE, Suite 2000, Atlanta, Georgia, 30334 .

WHEREAS, the City and the Contractor wish to enter into an agreement for management consulting services based on an agreement between the Contractor and the State of Georgia, Agreement Number 99999-SPD-SPD0000162-0005, ("Georgia Agreement"),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City management consulting services in accordance with the Georgia Agreement.

2. The following documents ("Contract Documents") are incorporated into and made part of this Agreement:

a. This Agreement for Management Consulting Services between the City of Fort Lauderdale and KPMG LLP.

b. The Statement of Work dated March 19, 2019, (Exhibit A).

c. The Georgia Agreement (Exhibit B).

3. In the event of a conflict between or among any of the Contract Documents, or any ambiguity or missing specifications or instruction the order of priority shall be as follows:

a. First, this Agreement for Management Consulting Services between the City of Fort Lauderdale and KPMG LLP;

b. Second, Exhibit A;

c. Third, Exhibit B.

4. Except with regard to the Electronic Request for Quotes process, the terms "State," "State of Georgia," "State Entity," "DOAS," and "Agency," as set forth in the Georgia Agreement, where the context permits, mean the City.

5. The Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

6. 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 CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

7. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance

coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance as respects to the City for all applicable policies, to the extent KPMG caused the loss. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. If the Consultant is unable to provide such a Certificate, please refer to item c below.

b. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

c. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

d. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

e. The City shall be named as an Additional Insured on all liability policies, with the exception of the automobile, Professional Liability and Workers' Compensation.

f. The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.

g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Consultant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers, to the extent KPMG caused the loss. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Consultant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement and directly related to the City to the Consultant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent contractors and subcontractors comply with these or similar insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other

party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. In the event of a dispute, the parties agree to participate in non-binding mediation in Broward County, Florida, prior to commencing litigation in accordance with this section.

9. The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

a. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

b. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

c. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

d. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

e. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

10. Any notice by the Contractor to the City, including any notice pursuant to Section 34 of Attachment 1 to the Georgia Agreement, shall be by hand delivery or by certified U.S. mail, return receipt requested, or by overnight courier, and directed as follows:

City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

11. Management Decisions: The City acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the City. KPMG will not perform management functions or make management decisions for the City.

12. Third Party Usage: The City acknowledges and agrees that any advice, recommendations, information, deliverables or other work product ("Advice") provided by the Contractor in connection with the services under the Contract is intended for

Client's sole benefit and the Contractor does not authorize any party other than Client to benefit from or rely upon such Advice, or make any claims against the Contractor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such Advice to reflect the foregoing.

13. Ownership: Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to Client, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is contained in any of the Deliverables ("KPMG Property"), Contractor hereby grants Client, under Contractor's intellectual property rights in such KPMG Property, a royalty-free, nonexclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with Client's use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of Client. In addition, Client acknowledges and agrees that, except as otherwise provided by Florida law, Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.

14. Electronic Communications: Contractor and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the Contractor transmits to Client shall supersede any previous versions transmitted by the Contractor to Client.

15. Active Spreadsheets and Electronic Files: Contractor may use models, electronic files and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract. If Client requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to Client on an as-is basis and such item shall be considered a Deliverable; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the Client data contained therein

16. Use of Vendors: The City acknowledges and agrees that in connection with the performance of services under the Contract, KPMG (Consultant) and its Member Firms, in their discretion or at the City's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. The City further acknowledges and agrees that Consultant-controlled parties, member Firms of KPMG International, and other third-party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Consultant uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Consultant. These Vendors

may in the performance of such services have access to the City's Confidential Information. Consultant represents to the City that with respect to each Vendor, Consultant has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of the City from unauthorized disclosure or use. Consultant shall be responsible to the City for Consultant-controlled, member Firms or Vendor's failure to comply.

17. Export Control: Contractor and Client acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide Contractor, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

18. Volume Rebates. Where Contractor is reimbursed for expenses, Contractor's policy is to bill clients the amount incurred at the time the good or service is purchased. If the Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, the Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom
City Manager

Approved as to form:

Assistant City Attorney

ATTEST:

KPMG LLP

Name:
Title:

By: _____
David Roberts
Managing Director

(Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by David Roberts as managing director for KPMG LLP, a Delaware registered limited liability partnership authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____OR Produced Identification ____

Type of Identification Produced _____



EXHIBIT A

KPMG LLP
303 Peachtree Street NE
Suite 2000
Atlanta, GA 30308

Tel 404 222 3625
Internet www.us.kpmg.com

March 19th, 2019

Ms. Jodi Hart
Deputy Procurement Officer
City of Fort Lauderdale
100 N. Andrews Ave.
Fort Lauderdale, FL 33301

RE: An Objective Review of City of Fort Lauderdale Water and Sewer Metering and Billing

Dear Ms. Hart:

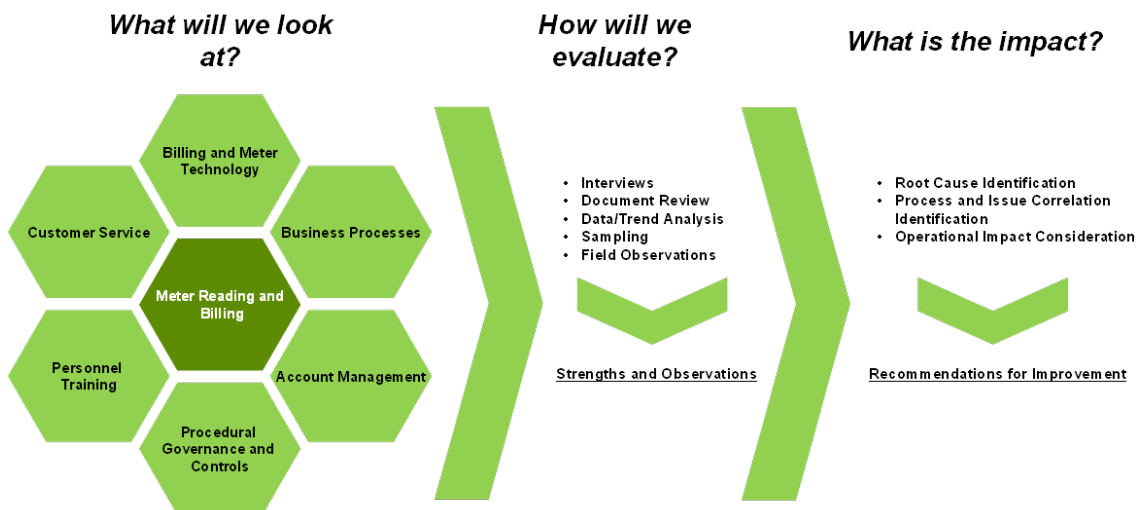
KPMG LLP ("KPMG" or "Contractor") is pleased to submit our proposal to provide an objective review of the City of Fort Lauderdale's (the "City" or "Client") Water Metering and Billing processes. We applaud the City's commitment to transform and reinvest in its organization and customers and to achieve enhanced customer service, increased transparency and accountability, and excellence in billing and customer service delivery. We believe that we can help the City document and understand its current metering and billing environment, identify relevant issues and root causes, and help enhance the public trust. As an organization accountable to the public, it is important for the City to maintain transparency and accountability to its customers, stakeholders, and citizens. The results of this review will be a critical first step to enhancing processes and personnel to support an improved water and sewer utility in the future.

We have selected a diversified and multi-disciplined Project Team with the depth of experience required for a project of this type. The KPMG Project Team members are able to draw on their own and KPMG's collective knowledge of utility and local government operations and leading practices to provide you with the informed insights and action steps. The proposed KPMG Project Team has significant experience assessing utility billing and customer service processes as well as developing and implementing strategies to help mitigate identified process and control gaps for leading public and private sector organizations around the country. KPMG has reviewed numerous metering and billing processes for large and small public water and sewer utilities in the past and this experience will allow our team to leverage our deep understanding of current utility operational and technology strategies implored across the country. We understand both leading practices and lessons learned. To complement the skills and experience of the KPMG team members, Public Works Solutions, LLC ("PWS") will serve as a subcontractor to KPMG for this engagement, which is led by a KPMG alumni. KPMG and PWS have performed many similar engagements together; specifically, KPMG and PWS have collaborated on utility projects with DeKalb County, the City of Atlanta, Charlotte County Florida Utilities, and Tampa Bay Water. PWS is a specialized business consulting and technology firm dedicated to developing creative solutions to improve management and operations of municipal public works and solid waste agencies. The firm possesses in-depth management, financial and technology capabilities, especially regarding billing with solid waste programs, based on almost 30 years of municipal utility consulting experience. We are bringing to the City the rigor and reputation of a Big 4 consulting firm coupled with significant utility and meter reading and billing review experience and would be honored to serve you.

This letter is a Statement of Work and is subject to the terms of the attached Agreement for Management Consulting Services Between the City of Fort Lauderdale and KPMG LLP.

PROJECT OBJECTIVES

KPMG understands the City's objective is to determine whether water and sewer meter readings and billings are systemically accurate, and if such readings and billings are inaccurate, to determine the root causes of such inaccuracy and recommended remedial or corrective action. KPMG is committed to helping the City meet its objectives to support its mission and dedication to give every citizen and stakeholder access to clean water with accurate and transparent pricing. Water access and management is the source and support for sustainable community growth and sound financial stewardship of those water utilities is critical to maintaining public trust and empowering tangible outcomes. KPMG's breadth and depth of experience assisting water and wastewater utilities assess and improve internal processes is supported by our industry-specific methodologies. The graphic below highlights the key focus areas of the meter reading and billing lifecycle that the KPMG team will evaluate, our high level approach, and anticipated impacts the City can expect.



PROJECT APPROACH

Our three-phased project approach presents various tasks we anticipate performing to successfully achieve the objectives of the City. The approach is based on our public sector experience and KPMG's reputation for providing quality service. To this foundation, we will add effective project planning, critical information gathering and thoughtful analysis, and necessary validation and valuable reporting skills to hopefully exceed your expectations.

KPMG is committed to achieving stakeholder buy-in throughout the engagement. At the start of the engagement, KPMG will work collaboratively with the City in the planning phase of the project to help ensure both parties agree upon the specific project tasks, objectives, deliverables, and

expectations. In addition, KPMG has internal project risk management and control policies and procedures that will be utilized in this engagement. The purpose of our internal controls and policies are to help minimize any potential obstacles that the project team may come across throughout the duration of the engagement.

Our approach presents various tasks we anticipate performing to successfully achieve the objectives of this engagement. The approach is based on our public sector experience and KPMG's reputation for providing quality service. Our approach has been designed specifically for this opportunity and will be implemented utilizing the following three phased approach:



Phase I: Project planning and communication

During Phase I we will meet with key project stakeholders including staff in Finance and Public Works to reaffirm project goals; approve the project schedule, workplan, and deliverables; and confirm that the appropriate resources are in place. The purpose of this phase is to introduce the KPMG project team and reaffirm the project's goals and objectives, scope, and proposed workplan. Specific tasks for Phase I include:

- a) *Project Initiation:* Conduct a planning and scoping meeting with key stakeholders from the City to understand project objectives, stakeholder concerns and feedback, and identify key personnel within the project. During this meeting, the City and KPMG will review the proposed project schedule and make modifications where the City and KPMG see fit. KPMG will also host a kickoff meeting prepared for City personnel and other project stakeholders. This meeting will officially initiate the project and signify agreement of the project workplan.
- b) *Key Documents and Interviews:* Prepare the document request list and preliminary interview list, discuss with City and Water Department management and identify sources of information.

Phase I – Outputs

- Finalized agreed-upon detailed workplan including project milestones, tasks, and deliverables
- Document request list
- Preliminary interview list

Phase II: Information gathering and analysis

During Phase II, KPMG will focus on reviewing existing Water and Sewer Metering and Billing information and documenting current operations within each of the proposed tasks. KPMG will assess the following tasks within Water and Sewer Metering and Billing:

- Effectiveness and accuracy of customer billing
- Efficiency and effectiveness in key operational areas
- Billing and Customer Services process inputs, outputs, and controls
- Internal Water and Sewer Metering and Billing accounting processes
- Capital equipment monitoring, data collection, and analysis processes
- Internal procedures and controls supporting water and sewer metering and billing outputs
- Potential factors contributing to billing discrepancy, such as meter installation, malfunction, and misreading errors, data entry errors and undetected leaks
- Multiplier(s) used by City to calculate bills
- Meter change-out validation processes

As part of our work, we propose to perform the following tasks under this phase in reviewing each of the focus areas identified below.

We will assess Water and Sewer Metering and Billing controls and processes for potential opportunities for improvement, especially as they may relate to inaccurate water and sewer meter readings and inconsistent water and sewer billing reports.

Current processes, procedures, and controls will be analyzed and compared to leading practices for any gaps. Areas of focus will include:

- Assessing current billing and fee collection methodologies and data sources
- Assessing specific related processes such as meter reading, billing, collections, work order management, meter repairs, and meter replacements
- Assessing documented policies and procedures for water and sewer operations, including the collection of fees, invoices, or contracts related to water and sewer metering and billing
- Assessing current vendor agreements or service level agreements related to water and sewer metering and billing
- Reviewing current water and sewer metering and billing job responsibilities to verify if services performed are accurate and verified

Key steps to be completed in assessing Water and Sewer Metering and Billing include but are not limited to the following:

1. Conduct interviews with the City and Water and Sewer Metering and Billing personnel to provide insight of processes for meter reading, issuance, billing and collection of service charges, meter repairs or replacements, and other service charges.
2. Review relevant water and sewer metering and billing documentation, including, but not limited to:

- Audited financial statements of the Water and Sewer Funds
 - Review of BERMEX, INC. process and procedures currently being conducted on behalf of the City of Fort Lauderdale
 - Reports to external oversight bodies
 - Internal reports/dashboards
 - Applicable policies and procedures
 - Applicable job descriptions and FTE allocations
 - Applicable cost allocation methodologies and outputs
 - Capital project improvement plans, documents, and financial analysis
3. Document water and sewer metering and billing processes including, but not limited to:
 - Reading the meter
 - Billing and collection of service charges or other fees
 - Meter repair and replacement
 - Issuance of service charges
 - Internal cost projection/analysis
 - Water and sewer usage analysis and consumption analysis
 - Account error resolution, analysis, and review
 4. Select a sample of customer billing files for review against the City's defined policies and procedures. KPMG will select an appropriate sample size to identify potential trends in billing accuracy and underlying causes in order to provide meaningful recommendations to the City. KPMG will work with the City to identify the population and appropriate sample size of customer billing information based on available documentation.
 5. Conduct a benchmarking analysis by identifying peer utility organizations and industry thought leadership (i.e. AWWA) comparing performance metrics, and reviewing potential process and control enhancements related to meter reading and billing

Phase III: Reporting and validation

The draft deliverable will contain the results of our research, interviews, and analyses. Our methodology for developing the deliverables stresses the thorough identification of issues to facilitate the discussion of management options.

A wide range of management, operational and process issues are typically identified in studies such as this. KPMG will provide the City with a draft report and obtain stakeholder feedback. As part of the final report production process, we will obtain and incorporate appropriate City responses and feedback to our findings and recommendations.

After the City and KPMG are satisfied with the final report, an exit meeting, or presentation, will be conducted with the City Staff or City Commission as directed by the City. The report will be designed to show findings and recommendations by each Task performed, as outlined in Phase II.

Phase III Outputs (Project Deliverables)

- Draft Report
- Final Report delivered 2 weeks after delivery of Draft Report and receipt of City feedback and/or proposed edits

Project Communication

Our approach to this project involves constant communication and collaboration between KPMG and the City. KPMG will provide the City with bi-weekly status reports during the project that detail the following:

- Progress to-date, by task, for each bi-weekly reporting period
- Pending or resolved issues
- Deliverable schedule compliance

Estimated Timing

KPMG is committed to starting work within 3 business days of receiving a signed engagement letter. The following chart includes our proposed timeline.

Milestone	Timeline
Project Kickoff	Within 3 business days of signed engagement letter
Draft Report	Delivered 12 weeks after execution of agreement
Final Report	Within 2 weeks of receiving City feedback and approval of Draft Report

PROJECT TEAM

Key project team members are shown in the table below.

Name	Role
David Roberts	Engagement Partner
Matt Berry	Engagement Manager/Project Manager
Mel Paret	Subject Matter Advisor/Senior Consultant
Other Support Staff	Used as needed from KPMG Financial Management practice and other relevant service lines

David will serve as the KPMG primary point of contact for this engagement and will maintain constant communication with the City throughout the engagement. Additional KPMG resources may be used as needed.

PRICING

The City will compensate KPMG on a time and expense basis not to exceed \$199,724. KPMG will invoice the City for time and expenses incurred on a monthly basis. The table below demonstrates KPMG's detailed cost model and its commitment to the City by discounting rates below the maximum rates included in the State of Georgia Management Consulting Statewide Contract. KPMG estimates a not-to-exceed travel amount of \$23,500. KPMG will adhere to City of Fort Lauderdale's travel policies and include appropriate supporting documentation for actual travel expenses with invoices.

Name	Staff Classification	Rate	Estimated Hours	Total
David Roberts	Engagement Partner	\$ 350	30	\$ 10,500
Matt Berry	Project Manager	\$ 298	258	\$ 76,884
Mel Paret	Senior Consultant	\$ 225	192	\$ 43,200
Ryan Meyer or another KPMG Associate resource	Business Analyst	\$ 163	280	\$ 45,640
			Total Fees	\$ 176,224
			Expenses (Not-to-exceed)	\$ 23,500
			Grand Total	\$ 199,724

ASSUMPTIONS

- KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.
- The City represents to KPMG that the City has the authority necessary to award this contract to KPMG without the City conducting its own competitive solicitation, and that award of this contract is made in accordance with all applicable law, regulations, rules, policies and requirements.
- Although KPMG personnel will perform key elements of the work, the City's participation is essential to the success of this engagement. In this regard, we assume the following:

- The City will designate a qualified management-level individual to serve as a day-to-day point of contact to facilitate the coordination of meetings and obtaining access to data and documentation. This individual will be responsible and accountable for overseeing the engagement on behalf of the City
- The City will provide information and documentation regarding its organization, general operating environment, technical environment, and other relevant topics, as well as descriptions of relevant policies and procedures that address warehousing processes and controls
- The City will make timely decisions that involve management functions related to the engagement and accepts full responsibilities for such decisions
- The City will make available adequate workspace for the KPMG Team at various work sites. The workspace shall include access to a telephone, printer/copier and internet connectivity

We look forward to working with you and your staff and would be pleased to discuss this letter with you at any time. Please do not hesitate to contact me at 404-222-3625 or dgroberts@kpmg.com. Thank you for the opportunity to serve the City of Fort Lauderdale.

Very truly yours,
David Roberts
Managing Director
KPMG LLP

EXHIBIT B

State of Georgia Management Consulting Statewide Agreement Form

Solicitation Title Management Consulting Services	Solicitation Number 99999-SPD0000162	Agreement Number 99999-SPD-SPD0000162-0005
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1. This Agreement is entered into between the Georgia Department of Administrative Services and the Consultant named below:

Georgia Department of Administrative Services

(hereafter called DOAS or Agency)

Consultant's Name
KPMG LLP

(hereafter called Consultant)

2. Agreement to Begin: January 1, 2019	Date of Completion: December 31, 2020	Renewals: 0
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Maximum Amount of this Agreement: Open Contract Award	Total Financial Obligation of the State Entity for the First Fiscal Year: Open Contract Award	Total Financial Obligation of the State Entity for each Renewal Period if Renewed: Open Contract Award
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5. Authorized Person to Receive Agreement Notices for DOAS: McCall Ginsberg (mccall.ginsberg@doas.ga.gov)	Authorized Person to Receive Agreement Notices for Consultant: David Roberts (dgroberts@kpmg.com)
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6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Attachment 1: Management Consulting Statewide Agreement Terms and Conditions
Attachment 2: Solicitation (referenced above)
Attachment 3: Consultant's Final Response
Attachment 4: User Agency Statements of Work
Attachment 5: Technology Terms and Conditions
Attachment 6: State Guidelines

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

7.

Consultant (also referred to as "Consultant")

Consultant's Name (If other than an individual, state whether a corporation, partnership, etc.)
KPMG LLP

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing
David Roberts, Managing Director

Address
303 Peachtree Street NE, Suite 2000, Atlanta, GA 30308

8.

Georgia Department of Administrative Services

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Lisa Eason, Deputy Commissioner – State Purchasing Division

Address
200 Piedmont Avenue, Suite 1308, West Tower, Atlanta, GA 30334

Attachment 1

Management Consulting Statewide Agreement Terms and Conditions

Management Consulting Statewide Agreement **Terms and Conditions**

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions and General Information. The following words shall be defined as set forth below:

“Acceptance” means written confirmation by User Agency that Consultant has completed a Deliverable according to the Acceptance Criteria and accepted for purposes of interim payment. The term is distinct from “Final Acceptance”

“Acceptance Criteria” means the criteria for accepting Deliverables required by this Agreement and the applicable Statement of Work, including but not limited to all specifications and requirements in the Statement of Work and warranties provided therein and hereunder.

“Agency” means the Department of Administrative Services of the State of Georgia.

“Agreement” or **“Statewide Agreement”** means the agreement between the Agency and the Consultant as defined by the Management Consulting Statewide Agreement form and its incorporated documents.

“Authorized Representative” means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of the Statement of Work. Authorized Representatives shall be identified in the Statement of Work.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time, excluding State of Georgia holidays.

“Change Order” means a form of Agreement amendment that makes changes or modifications to the Statement of Work within the Scope of this Agreement.

“Consultant” means the provider of the Services and Deliverables under the Agreement.

“DOAS” means the Georgia Department of Administrative Services

“Deliverables” means work product, such as reports, specifically required by the relevant SOW issued under this contract, as well as relevant output and underlying data generated as a part of the provision of services. Deliverables does not include Contractor’s proprietary information, which includes technology-based tools, or other related information, unless identified specifically in the SOW. To the extent that Contractor proprietary information is included in a Deliverable, the State is granted a limited license to use such information for internal use or uses related to the purpose of the services contracted. **“Delivery Schedule”** means that attribute of the Statement of Work setting forth the completion date of each Milestone and the delivery date for each Deliverable.

“Final Acceptance” means the User Agency has accepted all Agreement Deliverables and Change Orders in accordance with the terms of this Agreement.

“Key Persons” means Consultant’s Authorized Representative, the Project Manager and all other Consultant personnel designated in the Statement of Work.

"Management Consulting Statewide Agreement" or "Agreement" means the agreement between the Agency and the Consultant as defined by the Management Consulting Statewide Agreement Form and its incorporated documents.

"Management Consulting Statewide Agreement Form" means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Consultant's Response to the RFX, the final pricing documentation for the Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Consultant to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless DOAS has accepted the Consultant's objection or amendment in writing. The Management Consulting Statewide Agreement Form is defined separately and referred to separately throughout the Management Consulting Statewide Agreement Terms and Conditions as a means of identifying the location of certain information.

"Milestone" means a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

"Project Manager" means Consultant's representative who manages the processes and coordinates the Services with User Agency's Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Consultant's Project Manager is the person so identified in the Statement of Work.

"Purchase Instrument" means the documentation issued by the User Agency to the Consultant for a purchase of goods and services in accordance with the terms and conditions of the Agreement. It may include an identification of the items to be purchased, the delivery date and location, the address where the Consultant should submit the invoices, and any other requirements deemed necessary by the User Agency.

"Response", "Consultant's Response" or "Final Response" means the Consultant's submitted response to the RFX, including any modifications or clarifications accepted by the DOAS.

"RFX" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Management Consulting Statewide Agreement Form that was issued to solicit the services that are subject to the Agreement.

"Schedule of Deliverables" means that attribute of the Statement of Work that describes each Task, and Deliverable, measurable attributes of each Deliverable and Milestone with identification of the Services activities that are associated with them, and a planned completion date for each Milestone and Deliverable.

"Services" means all effort to be expended by Consultant as set forth in the Statement of Work and as further defined herein.

"State" means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Agreement.

"Statement of Work" means the means the document that describes the Services to be provided by Consultant including the Tasks, Deliverables and Milestones, the measurable attributes of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties including Amendments.

"Task" means a segment of the Services to be provided by Consultant under this Agreement.

"Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Consultant and contained in or necessary for the use, or optimal use, of the Deliverables. Third Party Intellectual

Property includes COTS Software owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

“User Agency” or “User Agencies” means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled or required to make purchases from this Agreement.

2. **“Work Product”** means Deliverable(s) required to be provided by the Consultant or Consultant’s subcontractors or agents (either alone or with others) pursuant to the Agreement. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Agency or User Agency Intellectual Property, Consultant Intellectual Property or Third Party Intellectual Property. **Term.** The term of this Agreement shall be for a period of two (2) years. In the event that this Agreement shall terminate or be likely to terminate prior to the making of an award for a new Agreement for the identified services, the User Agency may, with the written consent of Consultant, extend this Agreement for such period as may be necessary to afford the State a continuous supply of the identified services. Additionally, should this Agreement terminate or expire, existing statements of work shall continue pursuant to the terms of this Agreement.
3. **Certified Source of Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Consultant as a source of supply to the User Agencies of the Services identified in this Management Consulting Statewide Agreement. Orders utilizing Statements of Work shall be placed individually and from time to time by the User Agencies. The execution of this Agreement only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
4. **Scope of Services.**
 - a. **Performance and Delivery.** Consultant agrees to perform for the User Entity the services set forth in the Statement of Work issued by User Entity pursuant to this Agreement and executed by both User Entity and Consultant. Such services are hereinafter referred to as the “Services.”
 - b. **Responsibilities of Consultant.** Consultant shall perform the Services and deliver the Deliverables according to this Agreement including the Acceptance Criteria and the Statement of Work. Consultant shall provide all reports required by the RFX and Statements of Work.
 - c. **Delivery and Review of Deliverables**
 - i. Consultant shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to User Agency performing its responsibilities in a timely manner.
 - ii. Consultant shall provide written notice to User Agency upon delivery of a completed Deliverable to User Agency. By no later than (i) Fifteen Days after receipt of such notice, or (ii) the date set forth in the Delivery Schedule for User Agency’s review, User Agency shall determine whether the Deliverable meets Acceptance Criteria set forth in the Agreement including the Statement of Work. If User Agency determines that the Deliverable meets, in all material respects, Acceptance Criteria, User Agency shall notify Consultant of User Agency’s Acceptance. User Agency’s acceptance of any Deliverable will not be construed as a waiver of User Agency’s rights under this Agreement for any defect that was not discovered, or reasonably could have been discovered by User Agency in reviewing such Deliverable.
 - iii. If the User Agency determines that a Deliverable does not meet, in all material respects, the Acceptance Criteria, User Agency shall notify Consultant in writing of User Agency’s rejection of the Deliverable, and describe in reasonable detail in such notice the User Agency’s basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Consultant shall, within a

fifteen-calendar day period, modify or improve the Deliverable at Consultant's sole expense so that the Deliverable meets, in all material respects, Acceptance Criteria, and notify the User Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable to User Agency. User Agency shall thereafter review the modified or improved Deliverable within fifteen calendar days of receipt of the Consultant's delivery of the Deliverable. Failure of the Deliverable to meet in all material respects, the Acceptance Criteria after the second set of Acceptance Tests shall constitute a default by Consultant. In the event of such default, Agency or User Agency may either (i) notify Consultant of such default and instruct Consultant to modify or improve the Deliverables as set forth in this section 2.3.3, or (ii) notify Consultant of such default and instruct Consultant to cease work on the Deliverable, in which case Consultant shall refund to User Agency all amounts paid by User Agency related to such Deliverable. Such refund shall be in addition to, and not in lieu of, any other remedies User Agency may have for Consultant's default.

- iv. Final Acceptance. Final Acceptance means the User Agency has accepted all Agreement Deliverables and Change Orders in accordance with this Section.

- 5. **Acceptance of Services.** Consultant shall provide written notification of completion of any Deliverables, or other performance of services, to User Agency. User Agency shall have fifteen (15) calendar days from the date of receipt of the notice of completion to provide Consultant with written notification of acceptance or rejection due to unsatisfactory performance. Consultant shall, as quickly as is practicable, correct at its expense all deficiencies caused by Consultant. In the event User Agency does not accept or reject the Services within the said 15 days the Services shall be deemed to be accepted by User Agency.
- 6. **Compensation and Payment.** Cost shall be at the rates that Consultant quoted in response to the RFX or at additionally reduced rates as negotiated by User Agency. User Agency shall pay Consultant for Services in accordance with the Payment Schedule contained in the Statement of Work, within thirty (30) days after receipt of Consultant's invoice provided that the Services invoiced for have been accepted by the User Agency as hereinafter provided.

If the User Agency in good faith determines that the Consultant has failed to perform or deliver any service or deliverable as required by the Agreement, the Consultant shall not be entitled to any compensation under the Agreement until such service or deliverable is performed or delivered. In this event, the User Agency may withhold that portion of the Consultant's compensation which represents payment for services or deliverables that were not performed or delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the User Agency to incur costs, the User Agency may deduct the amount of such incurred costs from any amounts payable to Consultant. The User Agency's authority to withhold payment shall not in any way affect the User Agency's authority to terminate a Statement of Work or the Agency's sole authority to terminate this Agreement.

- 7. **Independent Contractor.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Consultant nor any of Consultant's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.
- 8. **Intellectual Property Rights.** Intellectual property rights, other than those outlined in Section 11(i) of this Agreement, shall be as specified in the Statement of Work.

9. **Non-Exclusive Rights and Competing Services.** The Agreement is not exclusive. The State reserves the right to select other Consultants to provide goods and services similar to goods and services described in the Agreement during the term of the Agreement. Subject to the provisions of this section, and Consultant's obligations with respect to confidential information, as defined in this agreement and any SOW's issued pursuant thereto, nothing in this Agreement shall preclude or limit in any way the right of Consultant to: (i) provide the services similar to those contemplated in this Agreement, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Consultant in its sole discretion deems appropriate, or (ii) develop for Consultant or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other. Consultant may not participate as a contractor or subcontractor in any procurement conducted by the State that is related to services/deliverables provided by Consultant under any Statement of Work issued pursuant to this Agreement, unless specifically authorized by the DOAS Deputy Commissioner of Purchasing in writing. Consultant may not utilize or disclose information obtained during performance of this Agreement that may provide a competitive advantage to one or more suppliers in a contract or a competitive solicitation related to services rendered under this Agreement.

10. **No Minimums Guaranteed.** This Agreement does not guarantee any minimum level of purchases.

11. **Warranty.** Consultant warrants that in performing the Services:

- a. Consultant will comply with the descriptions and representations as to the Services, including performance, capabilities, accuracy, completeness, characteristics, specifications, standards, functions and requirements that are specified in the relevant Statement of Work, and which otherwise appear herein, and Consultant and any employees of Consultant will perform the Services on time;
- b. Consultant's Services and Deliverables will conform to generally applicable standards in the industry;
- c. The Services will not be in violation of any applicable law, rule or regulation, and Consultant will obtain all permits required to comply with such laws and regulations;
- d. Consultant represents and warrants that to the best of its knowledge all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Agreement shall be wholly original with the Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Consultant represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Agreement to the best of Consultant's knowledge shall not infringe upon any other work, other than material provided by the Agreement to the Consultant to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Consultant represents and warrants that to the best of Consultant's knowledge, it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.
- e. Consultant will screen all employees supplied to User Agencies to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for User Agencies.
- f. The Consultant represents and warrants that it has full authority to enter into the Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State, including but not limited to the Agency and User Agencies.

- g. Consultant warrants that no State vehicles will be used by Consultant for the performance of services under this Agreement. Consultant shall be responsible for providing transportation necessary to perform all services.
- h. The Consultant represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Consultant pursuant to the Agreement are or will be fully satisfied by the Consultant so that the State and User Agencies will not have any obligations with respect thereto.
- i. The Consultant represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Consultant until fully paid for by the State Entity. Deliverables shall be deemed to be work made for hire and shall be the property of the State of Georgia upon full payment by the State Entity, except for Consultant intellectual property, tools, technologies, and methodologies that preexist the Services or are created outside of the terms of this Contract and performance of the Services, that Consultant uses for performing the services, and all modifications and derivatives thereof ("Consultant IP") the State shall have a non-exclusive license to use Consultant IP contained in the Deliverables for use in connection with the Deliverables upon full payment by the State Entity.

Subject to the State Entity's obligation to pay, any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Contract ("Reports") shall be owned by the State Entity and shall be a public record. State Entity may not rely on any draft Report. Consultant shall not be required to update any final Report for circumstances of which Consultant becomes aware, or events occurring after its delivery. Consultant may use data, software, designs, utilities, tools, models, systems or other methodologies and know-how ("Materials") that Consultant owns or licenses in performing the Services. Notwithstanding the delivery of any Reports, Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).)

12. Indemnification.

Consultant does hereby indemnify and shall hold harmless the State and State officers, employees, and agents (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all third party claims, demands, causes of action, actions, judgments, or other liability including attorneys' fees (other than liability solely the fault of the Indemnified Party) to the extent arising out of, resulting from or in connection with (1) the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights; (2) Any negligent, intentional or wrongful act or omission of the Consultant or any employee, agent or subcontractor utilized or employed by the Consultant that results in injuries or death to persons or damage to property, including theft; (3) Consultant's failure to perform all obligations owed to Consultant employees including any claim Consultant employees might have or make for privilege, compensation, or benefits under any State employee benefit plan; (4) any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA, and unemployment or other state and federal taxes (5) Any failure by the Consultant to adhere to the confidentiality provisions of this Agreement.

To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Consultant (and its insurers) agrees to reimburse the Fund, as required by this Agreement. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Consultant and its insurers waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification, except for claims under the Consultant's Professional Liability Insurance.

Consultant's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. It is hereby clarified that Consultant shall not be liable to indemnify a User Agency for any claims where such claim results from merely following the instructions provided by the User Agency for the actions or omissions of the User Agency.

13. Limitation of Liability.

- a. Except as otherwise provided herein, Consultant's liability for damages to the State for any cause whatsoever shall be limited to direct damages at the value of the maximum-not-to-exceed amount of the applicable Statement of Work.
- b. No limitation of Consultant's liability shall apply to Consultant's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Consultant's personnel. Consultant hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Consultant's personnel. Consultant further agrees that equipment transported by Consultant personnel in a vehicle belonging to Consultant (including any vehicle rented or leased by Consultant or Consultant's personnel) shall be deemed to be in the sole care, custody, and control of Consultant's personnel while being transported.
- c. Nothing in this section shall limit or affect Consultant's liability arising from (i) claims brought by any third party **under paragraph 12. Indemnification**; or (ii) claims for personal injury, including death or damage to real property or tangible personal property arising from the negligence reckless conduct or intentional acts of consultant, its officers, employees, and agents.

14. Key Personnel. In the event that any "Key Personnel" are listed in the Statement of Work, the parties agree that such personnel are essential to the Services offered pursuant to the Statement of Work. The parties further agree that should any such Key Personnel no longer be employed by Consultant during the term of this Agreement, for whatever reason, User Agency shall have the right to terminate its Statement of Work on fifteen (15) days written notice to Consultant. Any replacement personnel are subject to approval by User Agency.

15. Termination:

- a. Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Agreement will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de- appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.
- b. Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize). Upon termination of the Agreement, existing Statements of Work shall continue pursuant to the terms of this Agreement.
- c. User Agency and Consultant each have the right to terminate a Statement of Work if the other party breaches or is in default of any obligation hereunder which has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize).
- d. Following thirty (30) days' written notice, each party may terminate the Agreement for convenience in whole or in part without the payment of any penalty or incurring any further obligation to the other party. Upon termination of the Agreement, existing Statements of Work shall continue pursuant to the terms of this Agreement.

- e. Following thirty (30) days' written notice, User Agency or Consultant may terminate a Statement of Work for convenience in whole or in part without the payment of any penalty or incurring any further obligation to the other party. Following termination upon notice, the Consultant shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Agreement to User Agencies up to and including the date of termination.
- f. This Agreement may be terminated at any time upon mutual written agreement of the parties.
- g. In the event of termination of a Statement of Work for any reason by a User Agency, the User Agency shall pay only those amounts, if any, due and owing to the Consultant for the Services actually rendered up to the date specified in the notice of termination for which the User Agency are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Consultant's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Consultant in its performance of the Statewide Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Agreement.
- h. Upon receipt of notice of termination of a Statement of Work by a User Agency, the Consultant shall not engage in any new Statements of Work under this Agreement.
- i. Upon receipt of notice of termination or upon request of DOAS, the Consultant shall:
 - i. Cease work under the Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the User Agency may require;
 - ii. Immediately cease using and return to User Agency, any personal property or materials, whether tangible or intangible, provided by User Agency to the Consultant;
 - iii. Comply with User Agency's instructions for the timely transfer of any active files and work product produced by the Consultant under the Agreement;
 - iv. Cooperate in good faith with User Agency, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - v. Immediately return to User Agency any payments made by User Agency for goods and services that were not delivered or rendered by the Consultant.

16. Confidentiality: The Consultant's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Consultant's responsibilities under the Agreement. The Consultant shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by the State.

- a. If it is reasonably likely the Consultant will have access to the State's confidential information, then:
 - i. The Consultant shall provide to the State a written description of the Consultant's policies and procedures to safeguard confidential information;

- ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- iii. The Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Agreement; and
- iv. The Consultant shall provide adequate supervision and training to its agents, employees and subConsultants to ensure compliance with the terms of the Agreement.

The private or confidential data shall remain the property of the State at all times. Some services performed for the State may require the Consultant to sign a mutually agreeable nondisclosure agreement. Consultant understands and agrees that refusal or failure to abide such an agreed upon nondisclosure agreement, if required, may result in termination of the Statement of Work.

- b. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by this Agreement, law and/or with the written consent of the State, either during the period of the Agreement or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the State. The Consultant must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of the State. Consultant may retain a copy of information received, developed, or otherwise relating to this Agreement in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the destruction of records as contemplated by this paragraph.
- c. **Subpoena.** In the event that a subpoena or other legal process is served upon the Consultant for records containing confidential information, the Consultant shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
- d. **Reporting of Unauthorized Disclosure.** The Consultant shall immediately report to the State any unauthorized disclosure of confidential information.
- e. **Consultant's confidential information.** The obligations of confidentiality as provided in this Section shall also be applied to any Consultant's confidential information shared with DOAS under this Agreement to the extent permitted under state law, including but not limited to O.C.G.A. § 50-18-70 et seq.
- f. **Survives Termination.** Confidentiality obligations under the Agreement shall survive termination of the Agreement.

17. Publicity. Consultant agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference without the expressed prior written consent of the State. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of the Agency or User Agency, as applicable.

18. Taxes. Consultant will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement. By this paragraph, the State makes no representation whatsoever as to the liability or exemption from liability of Consultant to any tax imposed by any governmental entity.

19. Debarred, Suspended, and Ineligible Status. Consultant certifies that the Consultant and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Consultant will immediately notify DOAS if Consultant is debarred by any state or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

20. Order of Preference and Priority of Agreement Provisions. Any pre-printed contract terms and conditions included on Consultant's forms or invoices shall be null and void.

In the case of any inconsistency or conflict among the specific provisions of the Management Consulting Statewide Agreement (including any amendments accepted by both the Agency and the Consultant attached hereto), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the Management Consulting Statewide Agreement Terms and Conditions.
- (ii) Second, by giving preference to the specific provisions of the Statement of Work.
- (iii) Third by giving preference to the specific provisions of the RFX.
- (iv) Fourth, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a Consultant that have not been explicitly accepted by the Agency in writing shall not be included in this Agreement and shall be given no weight or consideration.

21. Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Consultant's Response. The failure of the parties to make reference to the terms of the RFX or the Consultant's Response in this document shall not be construed as creating a conflict and will not relieve the Consultant of the contractual obligations imposed by the terms of the RFX and the Consultant's Response. The contractual obligations of the State cannot be implied from the Consultant's Response.

22. Obligations Owed to Third Parties. The Consultant represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Consultant pursuant to the Contract are or will be fully satisfied by the Consultant so that the State and the State Entity will not have any obligations with respect thereto.

23. Assignment. Consultant shall not assign the whole or any part of this Agreement without DOAS's prior written consent. For the purpose of construing this clause, a transfer of a controlling interest in the Consultant shall be considered an assignment. Consultant shall not subcontract any part of this Agreement without the User Agency's written permission.

24. Transition Cooperation and Cooperation with other Consultants. Consultant agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another Consultant. The Consultant shall provide full disclosure to the State about the services required to perform services for the State.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Agreement, Consultant agrees to cooperate fully with such other contractor. Consultant shall not commit any act, which will interfere with the performance of work by any other contractor.

25. Drug Free Work Place.

- a. If Consultant is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
- b. If Consultant is an entity other than an individual, it hereby certifies that:
 - i. A drug free work place will be provided for the Consultant's employees during the performance of this Agreement; and
 - ii. It will secure from any subConsultant hired to work in a drug free work place the following written certification: "As part of the subAgreementing agreement with (Consultant's Name), (SubConsultant's Name), certifies to Consultant that a drug free work place will be provided for subConsultant's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Official Code of Georgia Annotated Section 50-24-3."
- c. Consultant may be suspended, terminated, or debarred if it is determined that:
 - i. Consultant has made false certification hereinabove.
 - ii. Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

26. Solicitation. The Consultant warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

27. No Third-Party Beneficiaries: There are no third-party beneficiaries to the Agreement. The Agreement is intended only to benefit the Agency, User Agencies, the State, and the Consultant.

28. Insurance. Consultant shall procure and maintain insurance which shall protect the Consultant and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Consultant shall procure and maintain the insurance policies described below at the Consultant's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured on the General Liability policy. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Consultant includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS. The Consultant is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Consultant shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

	Bodily injury by accident - per employee	\$100,000;
	Bodily injury by disease - per employee	\$100,000;
	Bodily injury by disease – policy limit	\$500,000.
2)	Commercial General Liability Policy with the following minimum coverage:	
	Each Occurrence Limit	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Products/Completed Ops. Aggregate Limit	\$2,000,000
3)	Professional Liability/Errors and Omissions	\$2,000,000
4)	Umbrella Liability	\$2,000,000
5)	Automobile Liability	
	Combined Single Limit	\$1,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed or authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Consultant must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The Consultant submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

29. Record Retention and Access. The Consultant shall maintain contract timekeeping and expense records in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Consultant shall permit the Auditor of the State of Georgia or any authorized representative of DOAS and User Agencies and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Consultant relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties of more than 5 percent, the State reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities. DOAS and/or the User Agency will require any non-Government personnel to sign the Consultant's form of non-disclosure agreement prior to granting access to the Consultant's information under this paragraph.

30. Inability to Perform. In the event that either party is unable to fulfill the terms of the Agreement due to circumstances beyond their control, including but not limited to, fire, flood, or other acts of nature, or by war or attack by the public enemy or by other act of God, then this Agreement shall be terminated by notice of the conditions causing such inability to perform being given to the other party. At such time both parties shall be entitled to the benefits received only to the extent that they have met the terms of the Agreement.

31. Waiver. The waiver by DOAS or a User Entity of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

32. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State. In the event of a dispute, the parties agree to participate in non-binding mediation prior to commencing litigation in accordance with this **section**.

In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Consultant, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Consultant may elect to submit the matter for mediation. Either the State or the Consultant may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

33. Compliance with the Law. The Consultant, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment. The Consultant, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Agreement. Consultant and Consultant's personnel shall also comply with all State and User Agency policies and standards in effect during the performance of the Agreement which have been provided to Consultant, including but not limited to policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement. Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

34. Notice. Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Agreement on behalf of the party at the address identified in the Management Consulting Statewide Agreement Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

35. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between the parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to either party shall not exceed five thousand dollars (\$5,000.00) without written mutual agreement of the parties.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

36. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

37. Open Records Act. The Consultant understands that the Georgia Open Records Act ("ORA"), (O.C.G.A. Section 50-18-70, *et. seq.*) is applicable to this Agreement and the services provided pursuant to this Agreement and agrees to comply with all provisions of the ORA and to make records pertaining to the performance of services or functions

under this Agreement available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.

38. **Integration.** The Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Agreement.
39. **Time is of the Essence.** Except as explicitly provided in an applicable Statement of Work, time is of the essence with respect to the performance of the terms of the Agreement. Consultant shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
40. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement will not be adversely affected.
41. **Amendments in Writing:** No modifications or alteration of this Agreement will be valid or effective unless each modification or alteration is made as an amendment to this Agreement and signed by both parties.
42. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
43. **Obligations Beyond Agreement Term.** The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of the Consultant incurred or existing under the Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Agreement.
44. **Technology Terms and Conditions.** The Technology Terms and Conditions (Attachment 5) of this Agreement is applicable to all consulting services engagements which require the exchange of personal data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII) such as government-issued identification numbers (e.g., Social Security, driver's license, passport, etc.).
45. **Use of Vendors.** To the extent that the parties agree that there are no special considerations beyond the terms of the contract, the following paragraph will be included specifically in any resulting SOW, and shall apply only to that SOW: "The State acknowledges and agrees that in connection with the performance of services under the Contract, Consultant and its Member Firms, in their discretion or at the State's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. The State further acknowledges and agrees that Consultant-controlled parties, member Firms of KPMG International, and other third-party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Consultant uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Consultant. These Vendors may in the performance of such services have access to the State's Confidential Information. Consultant represents to the State that with respect to each Vendor, Consultant has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of the State from unauthorized disclosure or use. Consultant shall be responsible to the State for Consultant-controlled, member Firms or Vendor's failure to comply."

Furthermore, if applicable to the work being performed, Consultant will advise User Agency of any anticipated Vendor access to Confidential Information from offshore locations.

Attachment 2

Solicitation



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Quotes (“eRFQ”)
Event Name: Management Consulting Services
eRFQ (Event) Number: 99999-SPD0000162

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (“eRFQ”) is being issued to establish statewide contracts and hourly position rates. This eRFQ is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) will be a “CONVENIENCE” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions, colleges and universities.

The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local governments, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. The statewide contract(s) may also be available on a convenience basis to governmental entities of other states upon approval by DOAS and the Supplier(s). All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users. The execution of a statewide contract(s) will only establish the Supplier(s) as an authorized source of supply by DOAS, and will create no financial obligation on the part of DOAS.

PRE-QUALIFICATION NOTICE

Only the following Suppliers are eligible to submit a response to this eRFQ, as they were the Suppliers identified as “qualified” in RFQC No. 99999-SPD-SPD0000140 titled Management Consulting Services.

Accenture LLP	MGT of America Consulting, LLC
Berry, Dunn, McNeil, & Parker, LLC	Navigator Management Partners, LLC
Calyptus Consulting Group, Inc.	ProCom Consulting LLC
Deloitte Consulting LLP	Protiviti Inc.
EY	Public Consulting Group, Inc.
KPMG LLP	Slalom, LLC
Ikaso Consulting LLC	Sequoia Consulting Group
Maximus Human Services	Summit Optimization Group
McKinsey & Company	The Stores Consulting Group

1.2. eRFQ Certification

This eRFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services ("DOAS"), and all Suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFQ. Electronic competitive sealed bids/bids will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids/proposals meet the sealed bidding requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), DOAS certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFQ. Thus, electronic competitive sealed proposals will be submitted in response to this eRFQ.

1.3. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified Suppliers to provide the goods and/or services outlined in this eRFQ to Authorized Users. This eRFQ process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards. For example, this document contains phrases such as "statewide contract(s)" and "award(s)". Please refer to Section 6.4. "Selection and Award" for information concerning whether DOAS will make one award, multiple or split awards, or reserves the right to make either depending on the bids received.

1.4. Schedule of Events

The schedule of events set out herein represents DOAS' best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the statewide contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFQ	Wednesday, July 25, 2018	N/A
Pre-Bid Conference and TGM Refresher Training	Wednesday, August 1, 2018	3:00 p.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	Thursday, August 2, 2018	5:00 p.m. ET

Responses to Written Questions	Monday, August 6, 2018	4:00 p.m. ET
Responses Due/Close Date and Time	Monday, August 13, 2018	4:00 p.m. ET
Evaluation Completed	1 – 3 Days after closing	N/A
Finalization of Contract Terms	1 to 2 weeks after closing	N/A
Notice of Intent to Award [NOIA]	2 weeks after closing	N/A
Notice of Award [NOA]	10 calendar days after NOIA	N/A

1.5. Official Issuing Officer (Buyer)

Janet Pytelewski
Deputy State Purchasing Officer
404-656-5361
janet.pytelewski@doas.ga.gov

1.6. Definition of Terms

Please review the following terms:

Authorized Users - All entities authorized to utilize the resulting statewide contract
Supplier(s) – companies desiring to do business with the State of Georgia.
State Entity – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Any special terms or words which are not identified in this Statewide eRFQ document may be identified separately in one or more attachments to the eRFQ. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFQ.

1.7. Contract Term

The initial term of any statewide contract(s) will be two (2) calendar years. In the event that the statewide contract(s), if any, resulting from the award of this eRFQ shall terminate or be likely to terminate prior to the making of an award for a new/follow-on contract for the identified products and/or services, DOAS may, with the written consent of the awarded Supplier(s), extend the statewide contract(s) for such period of time as may be necessary to permit the State’s continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFQ states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFQ, the Supplier is acknowledging that the Supplier:

- A. Has read the information and instructions,
- B. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State’s web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must

agree to be bound by the applicable terms and conditions governing the Supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at:

<https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFQ until the final award is announced (or the eRFQ is officially cancelled), Suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or as defined in this eRFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the response of any Supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFQ on the Supplier Question and Answer Form (Attachment I). No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. Do not use the comments section of the Sourcing Event to submit questions to the Issuing Officer.

2.1.4. State's Right to Request Additional Information - Supplier's Responsibility

Prior to award, DOAS must be assured that the selected Supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS is unable to assure itself of the Supplier's ability to perform, if awarded, DOAS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility. If such information is required, the Supplier will be so notified and will be permitted a sufficient number of business days as determined by DOAS, to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFQ will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFQ.

2.1.6. Rejection of Responses; State's Right to Waive Immaterial Deviation

DOAS reserves the right to reject any or all Supplier responses, to waive any irregularity or informality in a Supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses that do not contain all elements and information requested in this eRFP. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the State Entity on a case-by-case

basis.

2.1.7. State's Right to Amend and/or Cancel the eRFQ

DOAS reserves the right to amend this eRFQ prior to the end date and time. Any time a change is made to the eRFQ, the eRFQ will be temporarily "un-posted" from the Team Georgia Marketplace™ to permit changes to be made. Then, once the revision is complete, a new "version" of the eRFQ will be posted to the Team Georgia Marketplace™. The eRFQ will possess the same solicitation number; however, the eRFQ will contain a new version number. By submitting a response, the Supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ whether or not such revision occurred prior to the time the Supplier submitted their response) unless expressly stated otherwise in the Supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFQ at any time for any reason.

2.1.8. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6, Section 6.5 of the *Georgia Procurement Manual*.

2.1.9. Costs for Preparing Responses

Each Supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the Supplier's response and participating in the procurement process (including the protest process) is the Supplier's sole responsibility. The State will not provide reimbursement for such costs.

2.1.10. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Suppliers Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.11. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. Information submitted in response to this solicitation will be processed in accordance with applicable State of Georgia procurement procedures. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. DOAS reserves the right to assess production costs as provided pursuant to O.C.G.A. 50-18-71(c). Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

2.1.11.1: State Purchasing Act: The State Purchasing Act delays the release of certain

procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, Supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids and proposals shall be made available for public inspection, upon request, within one business day of DOAS's posting of the Notice of Intent to Award or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award. Exceptions provided under the Georgia Open Records Act are not applicable to the disclosure requirements under the State Purchasing Act; therefore, all information other than audited financial statements, will be subject to public disclosure upon request during the protest period, including information marked as "confidential", "proprietary", etc. DOAS is under no obligation to notify Supplier of disclosure of records under the State Purchasing Act.

2.1.11.2 Georgia Open Records Act: After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to Supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

2.1.11.2.1 Marking Submissions as "Confidential", "Proprietary", or "Trade Secret: If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as "Confidential," "Proprietary", or "Trade Secret." All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as "Confidential" will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. The State is required to make its own determination regarding what information may or may not be withheld from disclosure regardless of the designation made by the Supplier.

2.1.11.2.2 Submission of Redacted Copies: If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the beginning of the file name. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier's

bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information. Generally, the State does not consider pricing information to be confidential or proprietary.

2.1.11.2.3 Trade Secret: In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include with its bid/proposal submission, **an affidavit** indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the Supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. Generally, the State does not consider pricing information to be trade secret.

2.1.12. Registered Lobbyists

By submitting a response to this eRFQ, the Supplier hereby certifies that the Supplier and their lobbyists are in compliance with O.C.G.A. § 21-5-51 et seq.

2.2 Submittal Instructions

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials associated with” Team Georgia Marketplace™” identified in Section 2.2.1 of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

2.2.1. eRFQ Released

The release of the eRFQ is formally communicated through the posting of this eRFQ as an event in the Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFQ is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a Supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a Supplier to build and save a response over time until the Supplier is ready to submit the completed response. Each Supplier interested in competing to win a contract award must complete and submit a response to this eRFQ using Team Georgia Marketplace™. Therefore, each Supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:

<http://doas.ga.gov/state-purchasing/purchasing-education-and-training/supplier-training>

2.2.2. eRFQ Review

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the Supplier may open and save all of the available documents. In this location, the Supplier is most likely to find this document (Statewide eRFQ Document) as well as the documents referenced in Section 4 “eRFQ Bid Factors.” Please thoroughly review all provided Event Attachments.
2. Second, documents may also be provided at the “line detail” level of the Sourcing Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the Supplier will navigate to a new page of the Event.
 - ii. On this new page, the Supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the Supplier will navigate to a new page of the Event.
 - ii. On this new page, the Supplier can locate attached documents.

In this location, the Supplier is most likely to find the cost worksheet (as defined by Section 5 “Cost/Pricing”) as well as any other documents provided with respect to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the Supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the Supplier may also provide information by uploading electronic files. When preparing a response, the Supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.

4. Label any and all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that DOAS can easily organize and navigate the Supplier's response.
5. NOTE: There is a limit of 56 characters for file names in the system and special characters are not accepted.
6. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.
8. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

2.2.4. Uploading Forms

Once the Supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFQ to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the Supplier to upload all of the documents and worksheets which were provided by DOAS under the "View Event Attachments" link. Once the Supplier has completed the Event Attachments, the Supplier can then select "Add New Attachments" to upload the completed documents. The Supplier can upload as many documents as necessary in this section of the Sourcing Event.
2. Second, the Supplier can also upload documents in response to each question or bid factor which appears on the main page of the Sourcing Event, which appears below the "View/Add General Comments & Attachments" link of the Sourcing Event. To the right of each question or bid factor, the Supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the Supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the Supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the Supplier to select "Upload" in order to include an attachment as part of the Supplier's response. In the alternative, the Supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the Supplier can select "View/Add Question Comments and Attachments" to upload a document.

*** Do not login to multiple concurrent sessions utilizing the same TGM Supplier ID, as this may cause a system error and may results in the loss of some or all of the work completed during the concurrent sessions.*

2.2.5. Reviewing the Response Prior to Submission

Each Supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "YES" or "NO" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the Supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the Supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the Supplier. The State will not consider the Supplier's use of the "Validate Entries" feature as an excuse for an error committed by the Supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the Supplier, click the **"Submit Bid"** button at the top of the page under the "Event Details" section of the Event. Any information entered by a Supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the Supplier selects the "Submit Bid" button, will the response to the eRFQ be sent electronically, time stamping the Supplier's response and sending a confirmation email to the email address of the Supplier.

Please note that submission is not instantaneous; therefore, each Supplier must allow ample time for its response to be submitted prior to the deadline.

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the Supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFQ event number and the "View/Edit" feature for the Supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the Supplier only wishes to view a submitted response, the Supplier may select "View/Edit". Once the Supplier has finished viewing the response, the Supplier may simply exit the screen. DO NOT SELECT "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the Supplier should save

its progress by selecting "Save for Later." Once revisions are complete, the Supplier MUST select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFQ END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise make revisions to the submitted response or the Supplier's inability to resubmit a response prior to the eRFQ end date and time.

3. WITHDRAW/CANCEL. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and ***withdraws the originally submitted bid***. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system. In the event a Supplier desires to withdraw its response after the closing date and time, the Supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, Suppliers have access to phone support through the **DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM** excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to:

ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this Section 3 and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

3.1 Periodic Performance/Sales Reports

If selected for award, the Supplier shall submit the following management reports to the DOAS identified Contract Administrator. All reports shall be provided by the Supplier in electronic format. If specified by DOAS Contract Administrator, all electronic reports must be submitted in unlocked Microsoft Excel, Microsoft Access format that can be exported into an Adobe PDF. If applicable, reports should include the ability to sort/summarize by account.

3.1.1. Quarterly Sales Report

A quarterly statewide sales report detailing all statewide contract sales information to Authorized Users to include (but not limited to) the following line item level transaction details: service category/subcategory, Authorized User/customer organization name, product description, NIGP/UNSPSC code, quantity, unit of measure, unit price and extended total price, The information must be provided in excel file format in accordance with the Supplier Quarterly Sales Report template (Attachment B). At the end of each state fiscal quarter, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace within 20

calendar days of the end of the State's fiscal quarter as specified in Section 3.6.

3.1.2. Ad Hoc Report(s)

Supplier may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data requests associated with the sale of products/services awarded under any resultant contract DOAS will work with the Supplier to identify the specific informational items needed and the physical format of any ad hoc report request.

3.2 Business Review Meetings

The Supplier must be prepared to participate in business review ("BR") meetings at the request of DOAS (i.e. quarterly, semiannually, annually). During the BR meetings, the Supplier will present a written and/or oral status to DOAS on the overall health of the contract. The BR meeting will also focus on key performance indicators agreed to by the Supplier and DOAS. The BR meeting may involve, but not limited to, the following: review of the Supplier's performance and submitted reports, identification of areas of improvement, recommended strategies to improve deficient areas, review of previous sales statistics, and strategies to grow sales volume to include marketing strategies/initiatives.

3.3 State of Georgia Payment Programs

The State of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of supplier payment for the awarded Statewide Contract. Potential suppliers need to be prepared to accommodate any and all forms of payments.

3.5. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **one percent (1.0%)**. EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST RESPONSE WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING. All Suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the Supplier and remitted to DOAS in accordance with the following paragraphs.

- a. Quarterly Payment and Sales Reporting Requirements. DOAS and Supplier agree that the collected Fees and the corresponding Quarterly Sales Report (Attachment B), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by Supplier to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Supplier has received payment from the state customer. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

DOAS' Fiscal Quarters	Period	Supplier's Quarterly Sales Report Due Date	Supplier's Payment Due Date (In response to DOAS generated invoice)
Quarter 1	July 1 st – September 30 th	October 20 th	November 15 th
Quarter 2	October 1 st – December 31 st	January 20 th	February 15 th
Quarter 3	January 1 st – March 31 st	April 20 th	May 15 th
Quarter 4	April 1 st – June 30 th	July 20 th	August 15 th
-----	-----	<i>30 calendar days following the termination of this Statewide Contract for any reason</i>	

- b. At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the Supplier's most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-mail. In the event, no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice.
- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event, shall Supplier retain any amount of money in excess of the compensation to which Supplier is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS

reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

- d. **Late Payment Fee.** In the event DOAS does not receive the Supplier's payment of the Fees on or before the Supplier's Payment Due Date, the parties agree the Supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$(\text{Administrative Fee Amount Due}) \times (18\%) = X$$

$$X / 365 \text{ (366 for leap years)} = Y$$

$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT or credit card payment confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

- e. **Default.** THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering re-procurement costs from Supplier in addition to all outstanding Fees and interest.

3.6. Standard Insurance Requirements

If awarded a contract, the Supplier shall procure and maintain insurance which shall protect the Supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Supplier shall procure and maintain the insurance policies described below at the Supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS. The Supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must

submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
Professional Liability/Errors and Omissions	\$2,000,000
Umbrella Liability	\$2,000,000

3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The Supplier submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.7 Bid Certification

By responding to this solicitation, the Supplier understands and agrees to the following:

1. That the electronically submitted response constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response including but not limited to all goods, services and technology proposed by Supplier meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Supplier's response; and
3. That the technical and cost bids response submitted by the Supplier shall be valid and held open for a period of one hundred and twenty (120) days from the final solicitation closing date and that the Supplier's response may be held open for a lengthier period of time subject to the Supplier's consent;
4. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and

agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10, Article 2, Conflicts of Interest et seq. have not been violated and will not be violated in any respect.

4. eRFQ Bid Factors

DOAS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. DOAS will not tailor these needs to fit solutions, Suppliers may have available; rather, the Suppliers shall propose to meet DOAS' needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

4.1. Supplier General Information

Each Supplier must provide responses to ALL of the requested Supplier General Information questions (i.e. corporate composition and demographics) contained in the Bid Factor Section of the sourcing event.

4.2. Mandatory Requirements

As noted in a preceding section, this eRFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Supplier in order for the Supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. General requirements/specifications stated within this eRFQ document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Response Worksheet, General Information detailed in the Bid Factor Questions within the TGM Sourcing Event, and the Cost Worksheet.

Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 "eRFQ Review" of this document. Information regarding uploading attachments is provided in Section 2.2.4 "Uploading Forms".

4.4 Additional Information

As noted in Section 2.2.2 "eRFQ Review", please access and review all of the attachments provided by DOAS within the Sourcing Event. If DOAS requests that Supplier provide supplemental materials as part of the Supplier's response, the Supplier should upload these additional materials as noted in Section 2.2.4 "Uploading Forms".

The following supplemental documents are applicable to this eRFQ and represent information that will be made part of any resultant contract; Management Consulting Services Guidelines (Attachment C), W-9 Tax Form (Attachment D) and a current Immigration and Security Form (E-Verify) (Attachment E).

5.0 Cost Proposal

5.1. General Pricing Rules

By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

- (1) The State expects the most competitive market pricing that reflects anticipated purchase activity, as reflected in the historical purchasing habits and spend of Authorized Users for all the products as detailed in the eRFQ and associated attachments; and
- (2) The submitted pricing must include all costs of performing pursuant to the resulting statewide contract; and
- (3) Responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
- (4) In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern; and
- (5) In the event there is a discrepancy between (1) the Supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (2) the Supplier's pricing as quoted by the Supplier in one or more single line entries directly into the TGM Sourcing Event screen (for example, "Your Total Line Pricing" and/or "Your Unit Bid Price"), the former shall govern; and
- (6) The prices quoted and listed in the response shall be firm throughout the initial term of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract; and
- (7) Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination, and all shipping charges must be included in the proposed price; and
- (8) Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response; and
- (9) Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
- (10) Unless permitted by the eRFQ, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
- (11) The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

5.2 Cost Worksheet

DOAS' intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the most competitive pricing. Consequently, DOAS requires that each Supplier's proposed cost be in the format provided on the cost worksheet (Attachment F).

Suppliers are **required** to submit cost/pricing in the Cost Worksheet (Attachment F) as part of their response to this eRFQ.

Download the cost worksheet (Attachment F), complete the individual cost sheets and then upload the worksheets by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFQ

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid(s). Once the evaluation process has been completed, the apparent successful Supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract terms and conditions. DOAS will announce the results of the eRFQ evaluation as described further in Section 6.6 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via Team Georgia Marketplace
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors

If the Supplier's response passes the Administrative/Preliminary Review, the Supplier's responses to Section 4 "eRFQ Bid Factors" will be submitted for evaluation. The Evaluation Team will review each Supplier's response in detail to determine its compliance with mandatory eRFQ requirements. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, DOAS/the State's Evaluation Team will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Selection and Award

The PRIMARY OBJECTIVE of this eRFQ is to award statewide contracts for consulting services to all responsive, responsible, prequalified suppliers in the following management consulting categories:

- Strategic Planning
- Human Resources
- Operations
- Procurement

6.4. Site Visits and Oral Presentations

DOAS reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution.

6.5. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award(s) pending resolution of the protest process. The NOIA will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is DOAS' public notice of actual contract award(s). The NOA will be

publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The statewide contract(s) that DOAS expects to award as a result of this eRFQ will be based upon the eRFQ specifications, the successful Supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and conditions can be downloaded from the eRFQ Sourcing Event. The "successful Supplier's final response as accepted by DOAS" shall mean: the response submitted by the Supplier, written clarifications and any other terms deemed necessary by DOAS, except that no objection or amendment by the Supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the Supplier's objection or amendment in writing.

Please review DOAS' statewide contract terms and conditions (Attachment G) prior to submitting a response to this eRFQ. Suppliers should plan on the contract terms and conditions contained in this eRFQ being included in any award as a result of this eRFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Suppliers.

Exception to Contract

By submitting a response, each Supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the Supplier's submitted response. Please be advised that DOAS, as a state agency, is unable to agree to certain revisions to the state contract. For additional details, Attachment H, Contracting with the Department of Administrative Services, has been provided.

If the Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be uploaded as part of the supplier's response, and should be provided as a red-line markup of the posted contract with inserted comments specifying the need for the changes. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

In the event the Supplier is selected for potential award; the Supplier will be required to enter into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues within a reasonable amount of time will lead to rejection of the Supplier.

DOAS reserves the right to modify the statewide contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by DOAS, in its sole discretion, and rejected. Contract exceptions which grant the Supplier an impermissible competitive advantage, as determined by DOAS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFQ Attachments

The following documents make up this eRFQ. Please see Section 2.2.2 “eRFQ Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

Attachment A – eRFQ document

Attachment B - Supplier Quarterly Sales Report Template (Reference Section 3.5)

Attachment C – Management Consulting Services Guidelines

Attachment D - W-9 Form (Reference Section 4.4)

Attachment E – SPD-SP054 Immigration and Security Form (Reference Section 4.4)

Attachment F - Cost Worksheet, (Reference Section 5)

Attachment G - Management Consulting Services Statewide Contract Terms and Conditions (Reference Section 7)

Attachment H – Contracting with the Georgia Department of Administrative Services

Attachment I - Supplier Question and Answer (Q&A) Form (Reference Section 2.1.3)

Attachment F - COST/PRICING WORKSHEET				NOTE: Consultant has the option o which would cover all resource pos awarded categories or quoting a ra category (i.e., Strategic Planning, O
Consultant's Name				
Discount % on Fixed Fee Projects/Engagements - Optional Submission				
Position Rates/Rate Card for Management Consulting Services Engagements These rates are to be used when submitting a time & travel pricing model and when developing a project, fixed fee cost proposal. Please provide the resource types by position title and the price per hour for that resource.				
Please list each resource available for management consulting services engagement and their inclusive hourly rates for the State's 2019 fiscal year (July 1, 2018 - June 30, 2019) and 2020 fiscal year (July 1, 2019 - June 30, 2020). If a resource title does not appear on the list or does not match the position titles within your current practice, please add these in lines 13 through 20. The rates can be quoted as ranges.				
Line #	Resource Title/Staff Classification	FY2019 Position Rate (Hourly)	FY2020 Position Rate (Hourly)	
1	Senior Partner			
2	Principal/Partner			
3	Senior Director			
4	Senior Consultant			
5	Consultant			
6	Junior Consultant			
7	Business Consultant			
8	Associate Business Consultant			
9	Business Analyst			
10	Project Manager			
11	Engagement Partner			
12	Trainer			
	Other Resource Positions (Please Specify)			
13				
14				
15				
16				
17				

RFQ Addendum

RFQ Number: 99999-DAS0000162	RFx Title: Management Consulting Services
Requesting State Entity: Georgia Department of Administrative Services	
Issuing Officer: Janet Pytelewski	RFx Initially Posted to Internet: July 25, 2018
eMail Address: janet.pytelewski@doas.ga.gov	
Addendum Number: 01	Date: August 6, 2018

The attached information, provided by the issuing State Entity, is made a part of this RFQ. The purpose of this addendum is to revise the RFQ as follows:

The State's responses to Consultants' questions have been posted in TGM.

Attachment F, Cost Worksheet, has been revised and posted to the event.

Attachment G, Management Consulting Services Statewide Contract Terms and Conditions, has been revised and posted to the event.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Attachment I

Supplier Questions & Answers

RFQ Number: 99999-SPD0000162	RFQ Title: Management Consulting Services
Requesting State Entity: Department of Administrative Services	Date: August 6, 2018
Issuing Officer: Janet Pytelewski	RFQ Initially Posted to Internet: See GPR
eMail Address: janet.pytelewski@doas.ga.gov	Telephone: 404-656-5361

The purpose of this document is to receive and provide answers to Offeror questions.

Note: This document is intended for informational purposes only. Any changes to the RFQ must occur through a published addendum (or through publication of a new version of the RFQ in Team Georgia Marketplace). If multiple Q & A documents are posted, the most recent Q & A shall govern in the event of a conflict.

QUESTIONS AND ANSWERS

Question #	Referenced RFQ Section	Questions	Answers
1	General	Would you consider re scheduling the pre-bid meeting and adding an additional window to ask questions after?	The timeframe for moving forward on this RFQ is aggressive and a second pre-bid meeting is not possible. However, the State will consider additional questions as time permits.
2	General	Please confirm the following documents are the only documents that need to be submitted by the 8/13 deadline: Cost Proposal Worksheet, W-9, Terms and Conditions (indicate any exceptions), and E-verify Affidavit.	That is correct – responding Consultants need to upload a cost proposal worksheet, current W-9, contract exceptions (redline) and updated E-Verify Affidavit.

3	Attachment F – Cost Proposal	Instructions indicate rates are to be used when submitting a time & travel pricing model. Should travel be included in the rates or listed separately? Would travel be something we include on a separate line and estimate the amount of weekly travel, for example?	Travel is somewhat of an unknown until the Consultant is aware of the proposed engagement and the customer's expectations. Therefore, rates should not include travel. Travel will need to be included/negotiated if applicable based upon the scope of each engagement and the State's Travel Policy.
4	Attachment F – Cost Proposal	The worksheet mentions 'Implementation Related Costs' – Can you give examples of costs that would fall in this category? Do they need to be built into the rate per labor category?	Attachment F Cost Worksheet has been revised to remove the words "Implementation Related Costs." Implementation costs (such as training, documentation, etc.) will need to be included in a proposed engagement if applicable.
5	Attachment F – Cost Proposal	Is the rate card applicable to all awarded service categories – e.g. the same across Procurement, HR, etc. Consulting services?	Attachment F Cost Worksheet has been revised to allow Consultants to submit different rate cards per awarded category (Operations, Strategic Planning, HR and Procurement).
6	Attachment F – Cost Proposal	In addition to the rate card we provide, are we able to provide a <u>total price</u> discount on individual task orders?	Attachment F Cost Worksheet has been revised to allow the quotation of a discount % which is applicable to the total price of an individual engagement.
7	Attachment F – Cost Proposal	Are there any attributes (e.g. additional fields) by labor category that need to be provided to substantiate the rate? can we add a description of experience/education requirements for each of our roles?	A description of experience/education/tenure is always helpful to the State Entity selecting a Consultant. If you have these requirements for each of your positions, please modify the rate card by adding a column and including this information.
8	Attachment F – Cost Proposal	The cost proposal worksheet gives 20 lines for us to complete, can we add more?	Yes, you can add lines to the cost worksheet.
9	Attcht G Consulting Svc SWC Section 1	Does the State consider the following proposed modification to the definition of "deliverables" substantive: "Deliverables" means all Services and Work Product Consultant is required to deliver to User Agency under this Agreement."	The proposed modification is a minor change, and the change has been made to our contract template (Attachment G).

10	Attcht G Consulting Svc SWC Section 12	Does the State consider the following proposed term modification to Section 12 Indemnification substantive? "Consultant does hereby indemnify and shall hold harmless the State and State officers, employees, and agents, and volunteers (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all third-party claims, demands, causes of action, actions, judgments...". The rationale for this change is that our insurance only covers the client and legally related parties.	DOAS has agreed to the removal of volunteers from Section 12. The change has been updated in the revised contract template (Attachment G).
11	Attcht G Consulting Svc SWC Section 12	Does the State consider the following proposed modifications to Section 12 Indemnification substantive? "To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Consultant (and its insurers) agrees to reimburse the Fund, as required by this Agreement . To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Consultant and its insurers waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification, except for claims under the Consultant's Professional Liability Insurance . Consultant's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. It is hereby clarified that Consultant shall not be liable to indemnify a User Agency for any claims where such claim results from merely following the instructions provided by the User Agency for the actions or omissions of the User Agency .	DOAS is willing to consider the proposed additions. Please propose changes on your submitted redline.

12	Attcht G Consulting Svc SWC Section 15	<p>Does the State consider the following proposed modifications to Section 15 Termination substantive? The rationale for this change is that we cannot return electronic information.</p> <ol style="list-style-type: none"> 1. "Immediately cease using and return to User Agency, any personal property or materials, whether tangible or intangible, provided by User Agency to the Consultant or delete such intangible information. 2. "Comply with User Agency's instructions for the timely transfer of any hard copy active files and work product produced by the Consultant under the Agreement; 	<p>We consider the requested changes to be a minor change. In particular, the requested change in bullet #2 will need to be negotiated – at the time of a termination, the State would like to receive an electronic copy of active files/work products.</p> <p>Please propose changes on your submitted redline.</p>
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13	Attachment F Cost Proposal	<p>The eRFQ states that the “Suppliers are <u>required</u> to submit cost/pricing in the Cost Worksheet (Attachment F) as part of their response to this eRFQ.” This worksheet requires offerors to propose hourly rates by Labor Category, which may not align with an offeror’s established, commercial sales practices.</p> <p>Given the type of work contemplated under this Management Consulting Services Agreement, the industry partner for this effort should have the expertise and confidence to bid task orders on a firm-fixed price basis. A fixed-price approach affords price certainty and transfers all potential risk to the Offeror. Additionally, some Offerors may only have develop the firm-fixed price for a task order by utilizing methodologies other than estimating hours by resource (e.g., deliverable-based or weekly team bundles).</p> <p>As the State does not intend to evaluate an offeror’s pricing against the rates submitted by other offerors, will the State allow Offerors to submit pricing that is compliant with their approved pricing practices? This would enable offerors to propose their unique pricing solutions, maximizing the value and innovation they offer to the state, while ensuring an inclusive procurement open to all firms selected for this contract.</p>	<p>We are asking all Consultants to provide a maximum hourly rate for those positions commonly used when doing consulting work with State Entities. State Entities have been given the choice to request a fixed fee or project fee pricing, deliverable-based pricing or a time/labor pricing model when requesting a proposal. In addition, the State Entities may choose to ask a Consultant to refresh data, meet with leadership, help with change management, etc. post completion of the consulting engagement. The position rates will help a State Entity calculate the budgetary impact and initiate a funding request.</p>
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14	<p>Attcht G Consulting Services SWC Terms</p> <p>6. Scope of Services c. Delivery and Review of Deliverables</p>	<p>We are proposing the following changes to this section:</p> <p>c. Delivery and Review of Deliverables</p> <ul style="list-style-type: none"> i. Consultant shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to User Agency performing its responsibilities in a timely manner. ii. Consultant shall provide written notice to User Agency upon delivery of a completed Deliverable to User Agency. By no later than (i) Fifteen Days after receipt of such notice, or (ii) the date set forth in the Delivery Schedule for User Agency's review, User Agency shall determine whether the Deliverable meets Acceptance Criteria set forth in the Agreement including the Statement of Work. If User Agency determines that the Deliverable meets, in all material respects, Acceptance Criteria, User Agency shall notify Consultant of User Agency's Acceptance. In the event User Agency does not accept or reject the Deliverable within the said 15 days the Deliverable shall be deemed to be accepted by User Agency. User Agency's acceptance of any Deliverable will not be construed as a waiver of User Agency's rights under this Agreement for any defect that was not discovered, or reasonably could have been discovered by User Agency in reviewing such Deliverable. <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advsie if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>This is considered a substantive change. Please propose on your submitted redline.</p>
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15	<p>Attcht G Consulting Services SWC Terms</p> <p>6. Compensation and Payment</p>	<p>We are proposing the following changes to this section:</p> <p>6. <u>Compensation and Payment.</u> Cost shall be at the rates that Consultant quoted in response to the RFX or at additionally reduced rates as negotiated by User Agency. User Agency shall pay Consultant for Services in accordance with the Payment Schedule contained in the Statement of Work, within thirty (30) days after receipt of Consultant's invoice provided that the Services invoiced for have been accepted by the User Agency as hereinafter provided.</p> <p>If the User Agency in good faith determines that the Consultant has failed to perform or deliver any service or deliverable as required by the Agreement, the Consultant shall not be entitled to any compensation under the Agreement until such service or deliverable is performed or delivered <u>in accordance with Section 4(c)(iii) or 5, as applicable.</u> In this event, the User Agency may withhold that portion of the Consultant's compensation which represents payment for services or deliverables that were not performed or delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the User Agency to incur costs, the User Agency may deduct the amount of such incurred costs from any amounts payable to Consultant. The User Agency's authority to withhold payment shall not in any way affect the User Agency's authority to terminate a Statement of Work or the Agency's sole authority to terminate this Agreement.</p> <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advsie if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>This is considered a substantive change. Please propose on your submitted redline.</p>
16	<p>Attcht G Consulting Services SWC Terms</p> <p>8. Intellectual Property Rights</p>	<p>We are proposing the following changes to this section:</p> <p>8. <u>Intellectual Property Rights.</u> Intellectual property rights, <u>other than those outlined in Section 10(i) of this Agreement,</u> shall be as specified in the Statement of Work.</p> <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advsie if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>DOAS has accepted the proposed change. The change has been incorporated into the revised contract template (Attachment G).</p>

17	<p>Attcht G Consulting Services SWC Terms</p> <p>8. Warranty</p>	<p>We are proposing the following changes to this section:</p> <p>11. <u>Warranty</u>. Consultant warrants that in performing the Services:</p> <p>a. Consultant will comply with the descriptions and representations as to the Services, including performance, capabilities, accuracy, completeness, characteristics, specifications, standards, functions and requirements that are specified in the relevant Statement of Work, and which otherwise appear herein, and Consultant and any employees of Consultant will perform the Services on time. <u>The remedy for breach of the foregoing warranty shall be in accordance with Section 4(c)(iii) or 5, as applicable;</u></p> <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advise if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>This is considered a substantive change. Please propose on your submitted redline.</p>
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18	<p>Attcht G_ Consulting Services SWC Terms</p> <p>8. Indemnification</p>	<p>We are proposing the following changes to this section:</p> <p>12. Indemnification. Consultant does hereby indemnify and shall hold harmless the State and State officers, employees, agents, and volunteers (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all third party claims, demands, causes of action, actions, judgments, or other liability including attorneys' fees (other than liability solely the fault of the Indemnified Party) to the extent arising out of, resulting from or in connection with (1) the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights; (2) Any negligent, intentional or wrongful act or omission of the Consultant or any employee, agent or subcontractor utilized or employed by the Consultant all injuries or death to persons or damage to property, including theft; (3) Consultant's failure to perform all obligations owed to Consultant employees including any claim Consultant employees might have or make for privilege, compensation, or benefits under any State employee benefit plan; (4) any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA, and unemployment or other state and federal taxes (5) Any failure by the Consultant to adhere to the confidentiality provisions of this Agreement.</p> <p><u>Should an element of the Work Product become, or be likely to become, in Consultant's opinion, the subject of infringement or misappropriation of a third party intellectual property right, Consultant shall (i) procure for the User Agency the right to continue using the same, or (ii) replace or modify it to make it non-infringing, provided that the replacement or modification performs the same functions and matches or exceeds the performance and functionality of the original Work Product. In the event that Consultant shall reasonably determine that neither (i) nor (ii) above is commercially practicable, the User Agency shall return the infringing Work Product and Consultant shall refund the fees paid therefor. Consultant shall have no indemnity obligation or other liability for any claim of infringement or misappropriation arising from: (i) information, design, specification, instruction, software, data, or material provided by or on behalf of the User Agency, (ii) use of the Work Product other than in the manner contemplated in the applicable Statement of Work, or (iii) any changes to the Work Product or any combination of the Work Product with other material not made, provided or expressly authorized by Consultant.</u></p> <p>To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Consultant (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Consultant and its insurers waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.</p> <p>Consultant's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. It is hereby clarified that Consultant shall not be liable to indemnify a User Agency for any claims where such claim results from merely following the instructions provided by the User Agency.</p> <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advsie if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>We consider the requested addition to be a minor change. Please propose on your submitted redline.</p>
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19	<p>Attcht G Consulting Services SWC Terms</p> <p>15. Termination h.</p>	<p>We are proposing the following changes to this section:</p> <p>h. Upon receipt of notice of termination of a Statement of Work by a User Agency, the Consultant shall <u>not</u> engage in any new Statements of Work under this Agreement.</p> <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advsie if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>DOAS has revised its contract template to accommodate the proposed revision. Please see the updated Attachment G.</p>
20	<p>Attcht G Consulting Services SWC Terms</p> <p>10. Confidentiality</p> <p>b. No Dissemination of Confidential Data.</p>	<p>We are proposing the following changes to this section:</p> <p>b. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Agreement or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the State. The Consultant must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of the State, <u>provided, that the Consultant shall be permitted to retain a back-up copy of such Confidential Information as required by law, rule, regulation or internal compliance policies, which retained Confidential Information shall continue to be subject to the provisions of this Section 16.</u></p> <p>Please advise if GA DOAS considers this change to be minor or substantive?</p> <p>Please advsie if GA DOAS would be willing to enter negotiations around this revision (where necessary)?</p>	<p>This is considered a substantive change. Please propose on your submitted redline.</p>
21	<p>Attachment G, C</p>	<p>Is this referring to an incident at the Consultant's end or an incident at the client or with the client's data?</p>	<p>This section is referring to an incident at the Consultant's site (or Consultant's contracted infrastructure provider) or by the Consultant's personnel.</p>

22	Attachment G, C2	Can the State clarify if this is for all firm security incidents or just the ones here the State's data or systems have been compromised or were likely compromised?	The Consultant needs to be prepared to report a security incident that involves the State's data.
23	Attachment G, D1	We do not perform SOC 2 audits of our data centers. Would the State consider removing this?	The State will consider negotiating this requirement if Consultant can provide information on its security plan(s).
24	Attachment G, D4	We are compliant with this for all mobile devices and computers, but not all data center systems. Would the State consider modifying this?	This is considered a substantive change. Please propose on your submitted redline.
25	General	Please confirm the following documents are the only documents that need to be submitted by the 8/13 deadline: Cost Proposal Worksheet, W-9, Terms and Conditions (indicate any exceptions), and E-verify Affidavit.	That is correct – responding Consultants need to upload a cost proposal worksheet, current W-9, contract exceptions (redline) and updated E-Verify Affidavit.
26	Attachment A, eRFQ Section 3.6	Regarding the requirement in the first paragraph to list the State as an additional insured on 'all' the policies, it is Vendor's understanding that additional insured status is not possible or available on a Workers Compensation insurance policy. As such, would the State be willing to clarify that additional insured status is available on the Commercial General Liability and Automobile Liability policies?	It is the general practice of DOAS Risk Management Services not to provide Additional Insured status on any State issued self-insurance coverage, including the General Liability policy.
27	Attachment A, eRFQ Section 3.6	In the first paragraph which requires Supplier to maintain insurance which protects from 'any' claims for bodily injury, damage, personal injury, etc. covered by the contractual indemnification obligations, would the State consider clarifying that it would protect from ...claims (versus 'any' claims)? In practice and in fact insurance policies have standard limitations and exclusions.	Per DOAS Risk Management Services the current wording regarding "any" claims within this section should be retained.

28	Attachment A, eRFQ Section 3.6	At the bottom of the first paragraph, would the State consider removing the requirement for the certificate copy to include in the description of coverage 'exclusions and endorsements' and the requirement for the agent or representative's phone number? In practice the certificate's purpose is to evidence the insurance policy; it does not list the policy content, which is proprietary to Vendor. And, regarding the agent, that party is merely a signatory for an insurer, whose address information is in the certificate.	Per DOAS Risk Management Services the current wording regarding the information required by the Suppliers' Certificate of Insurance should be retained.
29	Attachment A, eRFQ Section 3.6	In the first paragraph at bottom and also in the third paragraph (counting the insurance policy limits as the 'second' paragraph) which requires that policies shall contain language that they will not be cancelled, renewed or allowed to laps until 30 days notice is given to DOAS, note that insurers will not give that notice direct to the State and do not allow such language in the body of the certificate copy. However, Vendor itself can affirm in a provision in the body of the contract that Vendor, in lieu of the Insurer, can provide notice to the State of a 'material change or cancellation' of said policy. As Vendor believes these minor amendments still provide the State the protection of notice, would the State consider making these minor clarifications?	Per DOAS Risk Management Services the current wording regarding the Notice of Cancellation provisions should be retained.

Attachment 3

Consultant's Final Response

Attachment F - COST/PRICING WORKSHEET				NOTE: Consultant has the option o which would cover all resource pos awarded categories or quoting a ra category (i.e., Strategic Planning, O
Consultant's Name	KPMG LLP			
Discount % on Fixed Fee Projects/Engagements - Optional Submission		N/A		
Position Rates/Rate Card for Management Consulting Services Engagements These rates are to be used when submitting a time & travel pricing model and when developing a project, fixed fee cost proposal. Please provide the resource types by position title and the price per hour for that resource.				
Please list each resource available for management consulting services engagement and their inclusive hourly rates for the State's 2019 fiscal year (July 1, 2018 - June 30, 2019) and 2020 fiscal year (July 1, 2019 - June 30, 2020). If a resource title does not appear on the list or does not match the position titles within your current practice, please add these in lines 13 through 20. The rates can be quoted as ranges.				
Line #	Resource Title/Staff Classification	FY2019 Position Rate (Hourly)	FY2020 Position Rate (Hourly)	
1	Senior Partner	\$367	\$374	
2	Principal/Partner	\$367	\$374	
3	Senior Director	\$336	\$343	
4	Senior Consultant	\$314	\$320	
5	Consultant	\$258	\$263	
6	Junior Consultant	\$172	\$175	
7	Business Consultant	\$215	\$219	
8	Associate Business Consultant	\$172	\$175	
9	Business Analyst	\$172	\$175	
10	Project Manager	\$314	\$320	
11	Engagement Partner	\$367	\$374	
12	Trainer	\$258	\$263	
	Other Resource or Implementation Related Costs (Specify)			
13	Partner (Strategy Practice)	\$472	\$481	
14	Director (Strategy Practice)	\$391	\$399	
15	Manager (Strategy Practice)	\$359	\$366	
16	Partner (Infrastructure Practice)	\$528	\$539	

17	Director (Infrastructure Practice)	\$467	\$476	
18	Manager (Infrastructure Practice)	\$398	\$406	
19				
20				

Attachment 4

User Agency Statements of Work Incorporated by Reference

Attachment 5

Technology Terms and Conditions

**STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
TECHNOLOGY TERMS AND CONDITIONS
Attachment 5**

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Authorized Persons"** means the Consultant employees, subcontractors, vendors or other agents who need to access the User Agency's Personal Data to enable the Consultant to perform the services required.
- (ii) **"Data Breach"** means the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the User Agency's unencrypted Personal Data.
- (iii) **"Personal Data"** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII) such as government-issued identification numbers (e.g., Social Security, driver's license, passport).
- (iv) **"User Agency Data"** means all data created or in any way originating with the User Agency, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the User Agency, whether such data or output is stored on the User Agency's hardware, the Consultant's hardware or exists in any system owned, maintained or otherwise controlled by the User Agency or the Consultant.
- (v) **"Security Incident"** means the unauthorized access by non-authorized persons to Personal Data or non-public data the Consultant believes could reasonably result in the use, disclosure or theft of the User Agency's unencrypted Personal Data or non-public data within the possession or control of the Consultant. A security incident may or may not turn into a Data Breach.

B. Data Ownership and Protection

- 1. **Data Ownership.** The User Agency will own all right, title and interest in its data that is related to the services provided by this Contract. The Consultant shall not access User Agency data, except 1) in the course of data center operations, 2) in response to service or technical issues, 3) as required by Consultant to perform the services covered by this Contract or 4) at the User Agency's request.
- 2. **Data Protection.** Protection of personal privacy and data shall be an integral part of the business activities of the Consultant and designed to ensure that there is no inappropriate or unauthorized use of User Agency information at any time. To this end, Consultant shall safeguard the confidentiality, integrity and availability of User Agency information and comply with the following conditions:
 - (i) Consultant shall maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public data. Such security measures shall be commercially reasonable and not less stringent than the measures the Consultant applies to its own Personal Data and non-public data of similar kind.

- (ii) All data obtained by the Consultant in the performance of this Contract shall become and remain the property of the User Agency.
- (iii) All Personal Data shall be encrypted at rest on portable devices; on other Consultant controlled equipment, where appropriate to prevent data visibility and in transit across public networks with controlled access. Unless otherwise stipulated, the Consultant is responsible for encryption of the Personal Data.
- (iv) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest on portable devices; on other Vendor controlled equipment, where appropriate to prevent data visibility; and in transit across public networks. The User Agency shall identify data it deems as non-public data to the Consultant.
- (v) The Consultant shall not use any information collected in connection with the service as covered by this Contract for any purpose other than fulfilling the service.

The Consultant shall promote and maintain an awareness of the importance of securing the User Agency's information among the Consultant's employees and agents.

3. **Data Location.** The Consultant shall provide its services to the User Agency solely from location(s) or data centers in the U.S. Storage of User Agency's data at rest shall be located solely in location(s) or data centers in the U.S. The Consultant shall not allow its personnel or Authorized Persons to store User Agency PII data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. location(s) or data centers. The Consultant shall permit its personnel and Consultants to access User Agency data remotely only as required to perform services under this Contract.

- C. **Security Incident and Data Breach Responsibilities.** The Consultant shall inform the User Agency of any Security Incident or Data Breach.

1. **Incident Response.** The Consultant may need to communicate with outside parties regarding a Security Incident, which may include contracting law enforcement, fielding media inquiries and seeking external expertise defined by law or contained in the Contract. Discussing security incidents with the User Agency should be handled on an urgent as-needed basis, as part of Consultant's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
2. **Security Incident Reporting Requirements.** The Consultant shall report a Security Incident to the appropriate User Agency identified contact immediately.
3. **Breach Reporting Requirements.** If the service provider has actual knowledge of a confirmed Data Breach that affects the security of any User Agency content that is subject to applicable Data Breach notification law, the Consultant shall
 - (i) Promptly notify the appropriate User Agency identified contact within 48 hours or sooner, unless shorter time is required by applicable law; and
 - (ii) Take commercially reasonable measures to address the Data Breach in a timely manner.
4. **Breach Responsibilities.** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Consultant.

The Consultant, unless stipulated otherwise, shall immediately notify the following User Agency contact if it reasonably believes there has been a security incident.

The Consultant, unless stipulated otherwise, shall promptly notify the appropriate User Agency identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, it confirms that there has been a Data Breach. The Consultant shall 1) cooperate with the User Agency as reasonably requested by the User Agency to investigate and resolve the Data Breach, 2) promptly implement necessary remedial measures, if necessary, and 3) document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a Data Breach is a direct result of the Consultant's breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Consultant shall bear the costs associated with 1) the investigation and resolution of the Data Breach; 2) notifications to individuals, regulators or others required by state law; 3) a credit monitoring service required by state (or federal) law for one year; 4) a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for Data Breaches in the United States in the most recent Cost of Data Breach Study; Global Analysis published by the Ponemon Institute at the time of the Data Breach; and 5) complete corrective actions as reasonably determined by Contractor based on root cause.

D. Security

- 1. Data Center Audit.** If applicable in the performance of the services covered by this Contract, the Consultant shall perform an independent audit of its data centers at least annually at its expense, and provide a copy of the audit report upon request. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- 2. Security Processes.** The Consultant shall make available to the User Agency its non-proprietary security processes and technical limitations to the User Agency such that adequate protection and flexibility can be attained between the public jurisdiction and the Consultant.
- 3. Non-Disclosure and Separation of Duties.** The Consultant shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of User Agency data to that which is necessary to perform job duties.
- 4. Encryption of Data at Rest.** The Consultant shall ensure portable device hard drive encryption consistent with standards in accordance with applicable Federal and State regulations such as Federal Information Processing Standard 140-2, Security Requirements for Cryptographic Modules for all personal data.

E. Termination Obligations.

In the event of a termination of the Contract, the Consultant shall implement an orderly return or deletion of User Agency data (both data and images) in a CSV/PDF or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of User Agency's data. In the event of termination of any services or agreement in entirety, the Consultant shall not take any action to intentionally erase any User Agency data, outside of actions taken in the normal course of business, for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is per Attachment 1, Contract Terms and Conditions for Services, Section 14
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Consultant shall have no obligation to maintain or provide any User Agency data and shall thereafter, unless legally prohibited, delete all User Agency data in its systems or otherwise in its possession or under its control. The Consultant shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper in accordance with the Consultant's data disposal policies.

Notwithstanding the foregoing, Consultant may retain a copy of information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirements for the deletion or disposal of records as contemplated by this Contract.

Attachment 6

State Guidelines

**GEORGIA DEPARTMENT OF ADMINISTRATIVE
SERVICES MANAGEMENT CONSULTING SERVICES
GUIDELINES**

BACKGROUND AND PURPOSE.

The Department of Administrative Services on behalf of the State of Georgia (“DOAS”) issued a Request for Qualified Contractors (“RFQC”) No. 99999-SPD0000140 to establish a list of prequalified suppliers (“Consultants” or “Contractor”) interested in providing Management Consulting Services to offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia (“User Agency” or “User Agencies”).

Pursuant to the evaluation of Consultant’s response to the RFQC, Consultant was identified as qualified to provide certain Management Consulting Services limited to the awarded categories as further described in the RFQC List of Qualified Contractors posted on the Georgia Procurement Registry and in accordance with the RFQC and Contractor’s Response. Exhibit A summarizes the Qualified Contractor results.

As a follow-on solicitation, DOAS issued a Request for Quote (“RFQ”) No. 99999-SPD0000162 to award statewide contracts to responsive and responsible Consultants and to establish hourly position rates.

STATEWIDE CONTRACT SCOPE.

Management Consulting Services includes expert advice, assistance and guidance on departmental strategies, operations management, business advisory services, and human resource management. More specifically, under this Statewide Contract (SWC) Consultants have the opportunity to propose their technical qualifications, to highlight their experience and to provide in detail a performance approach that will successfully accomplish the request and requirements as defined by a User Agency. Under the Management Consulting Services Statewide Contract (SWC), Consultants can provide consulting services in one or more of the following four (4) categories:

- Operations
- Human Resources
- Strategic Planning
- Procurement

Although not an exhaustive list, Management Consulting Services may include the following services:

- Management or strategy consulting
- Program planning and evaluation consulting
- Provisioning of studies, analyses, scenarios, and reports relating to an agency’s mission-oriented business programs or initiatives
- Leadership/management coaching services

- Leadership development services
- Customized business training as needed to successfully perform and complete a project
- Policy and regulation review and development
- Process and productivity improvement assessments
- Process workflow analysis
- Organization structure review and recommendations
- Organizational staffing and job position recommendations
- Customer/Citizen satisfaction surveys
- Performance improvement recommendations
- Organizational design
- Employee retention, compensation and benefits strategies
- Physical location review and assessment
- Succession planning
- Resource utilization analysis

CONSULTANT ROLES AND RESPONSIBILITIES.

Consultant may elect to respond to any User Agency's request to provide Management Consulting Services for a category that Consultant has been Prequalified (per RFQC No. 99999-SPD0000140). Consultant shall only provide services relating to the category(ies) for which it was deemed prequalified as indicated by Exhibit A.

Consultant cannot accept nor conduct management consulting engagements under this awarded contract for categories not included as part of the above mentioned eRFQC. Per the eRFQC, Consultant cannot accept a consulting engagement for Information Technologies/System Integration, Finance, Accounting, Audit, Tax, and Environmental services under this Statewide Contract.

A User Agency may elect to submit a Statement of Need request to one or more Consultants. Consultant agrees to respond to via this Statement of Need process such that User Agency can evaluate and select the Management Consulting Consultant that 1) best understands the User Agency's goals and objectives for the project/engagement, 2) has the qualifications and experience requested by User Agency and 3) provides the User Agency with a compelling approach and cost proposal. Exhibit B provides a Statement of Need template that may be used by User Agencies.

Consultant's engagement shall generally be documented in a Statement of Work (SOW). The SOW is the document that describes the consulting services to be provided by Consultant including the Tasks, Deliverables and Milestones, the measurable attributes of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties including Amendments. A sample SOW template can be found in Exhibit C.

Consultant is expected to abide by the negotiated terms and conditions contained in its Statewide Contract with DOAS. Consultant shall not add conflicting terms nor modify or delete contract terms via its presentations, project descriptions, proposals and/or Statements of Work.

Consultant shall maintain sufficient qualified personnel and any other necessary business resources throughout the duration of the mutually agreed upon work schedule to meet the deadlines and all other performance requirements of any Statement of Work/purchase order issued by a User Agency.

Consultant shall comply with all State and User Agency policies and standards in effect during the performance of any resulting contract awards, including but not limited to User Agency policies relating to personnel conduct, security, safety, confidentiality, privacy and ethics.

Consultant shall support DOAS' Statewide Contract marketing efforts by exhibiting, participating and/or presenting at various State government conferences and forums such as the Georgia Procurement Conference. Within the first three (3) months of contract execution, the Consultant is expected to file a marketing plan with DOAS.

DOAS ROLES AND RESPONSIBILITIES.

DOAS will administer the Statewide Contract and monitor Consultant's compliance with the contract's terms and conditions.

The Agency will manage any issues with regards to the acquisition process for Management Consulting Services, and the Agency may delegate these responsibilities to User Agencies.

DOAS has placed a \$500,000 cost/SOW value threshold on individual engagements between the Consultant and the User Agency. User Agency shall obtain DOAS' approval prior to entering into a consulting engagement pursuant to this SWC that exceeds \$500,000.

DOAS will be actively managing the Management Consulting Services Statewide Contracts through a Supplier Relationship Management approach. DOAS will be assessing suppliers' contributions supplier utilization, User Agency satisfaction and continuous improvement opportunities. DOAS will be initiating periodic (either quarterly or semiannually) contract and performance review meetings with each Consultant.

DOAS will be collecting a 1% administrative fee as documented in Section 3.5 of the eRFQ.

USER AGENCY ROLES AND RESPONSIBILITIES

If User Agency anticipates the value of the consulting engagement pursuant to this SWC exceeds \$500,000, the User Agency should contact DOAS/State Purchasing for approval to proceed.

User Agencies are encouraged to consider proposals from multiple Consultants. User Agencies have the right to request proposals and review Consultants' qualifications through a Statement of Need process. The Statement of Need template in Exhibit B is available for use.

Depending on the type of engagement, User Agencies are not required to request a Statement of Need from all or a subset of qualified Consultants in an awarded category.

A User Agency must authorize travel expenses at the time its Statement of Work or Purchase Order is executed. If authorized by the User Agency, Consultant's invoices for any travel expenses shall be submitted in accordance with State Travel Policy (<https://sao.georgia.gov/state-travel-policy>).

A User Agency has the option of utilizing a project-based pricing model or an hourly rate pricing model to accomplish the goals and tasks contained in its Statement of Work. Consultant's cost/compensation model should be fully detailed in its proposed Statement of Work.

A User Agency has the right to require a payment holdback or retainage on consulting engagements that exceed \$250,000 in value and last longer than four (4) months. Payment holdback/retainage cannot exceed 15% of the engagement value.

COMPENSATION.

User Agencies are solely and individually financially responsible for their respective purchases. DOAS shall not be responsible for any payment regarding Consultant's services unless DOAS enters into a separate contract with Consultant to procure Management Consulting Services for DOAS's own internal purposes.

Exhibit A

Qualified Contractor	Operations	Human Resources	Strategic Planning	Procurement
Accenture	X	X	X	X
Berry, Dunn, McNeil & Parker			X	X
Deloitte	X	X	X	X
Ernst & Young		X	X	X
Ikaso				X
KPMG	X	X		X
Maximus Human Services	X			
McKinsey & Company	X	X	X	X
Management of America Consulting		X		
Navigator Management Partners	X	X	X	X
Protiviti			X	X
Public Consulting Group	X	X	X	X
Slalom	X	X	X	
The Stores Consulting Group	X			

CONSULTING SERVICES

STATEMENT OF NEED REQUEST

REQUESTOR INFORMATION			
Name of Issuing User Agency		Response Due Date/Time:	Response Instructions:
State Entity Address			
Request Date			
PROJECT SUMMARY (TO BE COMPLETED BY STATE ENTITY)			
Business Owner Name		Business Owner Title	
Business Owner Phone		Business Owner E-mail	
Statement of Purpose:			
Desired Outcomes			
Timeframe Requirements:			
Other Information (Budget, Desired Fee Structure, References, Website Links, etc.):			
RESPONSE STATEMENT OF NEED (TO BE COMPLETED BY QUALIFIED CONSULTANT)			
Consultant Name		Consultant Title	
Consultant Phone		Consultant E-mail	
Scope of Work:			
Relevant Experience/Results:			
Milestones/Deliverables:			
Time to completion:			
Staffing Plan:			

Travel Requirements:
Onsite Workspace Requirements:
Cost (may respond to any combination of options): <ul style="list-style-type: none"> - Fixed fee - Project Price by Milestones - Time (hourly) and travel - Estimate - Ceiling

ATTACHMENTS

State entities and responsive consultant firms may submit additional attachments (including a Statement of Work) for consideration and clarification purposes. All documents may become binding within the final statement of work and executed contract between the two parties.

SIGNATURES

State Entity Authorized Signature		Responding Firm Authorized Signature	
Name and Title		Name and Title	
Date		Date	

Exhibit C

Statement of Work Template

[Engagement Title]

Between:

and:

Effective Date: _____

1.0 Introduction

This work is being performed under the *[insert contract name, if being done under a current contract]* for *[insert a brief description of the project]*.

This Statement of Work (SOW) is made and entered by and between *[State Entity]* and *[Supplier]*. This SOW incorporates by reference the terms and conditions of Contract Number *[XXX-XXX-XXX]* in effect between the State and *[Supplier]*. In case of any conflict between this SOW and the Contract, the Contract shall prevail. The State Entity and Supplier agree as follows:

2.0 Project Narrative (Indicate your understanding of this project)

3.0 Staffing, Roles and Responsibilities

3.1 Staffing – Project Manager or Project Lead

Project Manager/Lead – Supplier

The Supplier's Project Manager is:

Name:

Address:

City:

State & Zip

Phone:

Email:

Project Manager/Lead – State Entity

The State Entity's Project Manager is:

Name:

Address:

City:

State & Zip

Phone:

Email:

3.2 Roles and Responsibilities Matrix

Supplier Staff, Roles and Responsibilities

- Supplier's staff that will be involved
- Individuals key to the project
- Detail in a roles ad responsibilities matrix the supplier tasks, staff, hours, rates, cost.
 - Include function corresponding to the Org Chart

State Entity Staff, Roles and Responsibilities

- Who within the State Entity will have decision-making authority, including approval of changes, report, documentation and deliverables?
- Precise definition of all products, data services, and facilities the State Entity will provide
- Types of State Entity staff that should be involved
- Individuals key to the project
- Detail State's roles and responsibilities

If this Statement of Work requires User Agency to provide any resources, and User Agency fails to provide the requisite quality or quantity of such resources, or fails to provide such resources in a timely manner but for a period not to exceed 30 days, Consultant's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by User Agency's failure.

If User Agency's failure to provide such resources exceeds [X number] days and Consultant can show to the reasonable satisfaction of Agency, that the Agency's failure has resulted in an unavoidable increase in the cost of the Services required for the Statement of Work then Consultant shall be entitled to recover from User Agency the reasonable amount of such increased costs as mutually agreed upon by User Agency and Consultant.

Consultant's right to delay applicable delivery dates may be exercised only if Consultant provides Agency with reasonable notice of Agency's failure and Consultant uses Commercially Reasonable Efforts to perform notwithstanding User Agency's failure to perform

4.0 Key Project Assumptions

Identify/quantify:

- Any Supplier assumptions
- State Entity assumptions

5.0 Risks

Identify/quantify:

- Describe risks to the project

6.0 Scope of Work

- Describe in detail what work Supplier will perform
- Identify all work elements and objectives of the SOW

6.1 Inclusions

Describe:

- Tasks to be performed
- Resources assigned to tasks
- Location(s) where task is to be performed
- Include tasks that do not result in specific deliverables (i.e. project management)
- Include tasks to be performed by the State Entity

6.2 Exclusions

Describe:

- Tasks which are not part of the scope of this project

6.3 Deliverables by Phases

Describe:

- Items that will be developed or provided from the performance of the tasks (i.e. products, service, plans, status reports, documentation, recommendations, etc.)
- Quantities, locations and dates for delivery
- Work plan or Work Breakdown Structure, if needed

6.4 Milestones

Describe any major milestones and dates of Supplier's key tasks or completion of the major elements of the project as well as any key decision points where project can be stopped or requires approval to move forward.

7.0 Work Approach

Describe how the work is to be performed – if a formal methodology will be used, provide a description here. (E.g., "This project will use the PMBOK based methodology.)

8.0 Completion Criteria and Final Acceptance Criteria

8.1 Completion Criteria

The focus of this section is to define the process for submitting, approving and rejecting tasks and deliverables.

8.2 Final Project/Engagement Acceptance

Describe in detail the precise definition of the conditions and criteria that will be applied to determine that the contract has been successfully completed.

11.0 Timeline and Period of Performance

The period of performance for this project will start on *[start date]* and the work tasks are estimated to continue through *[end date]*. The User Agency has the right to extend or terminate this SOW at its sole discretion.

12.0 Compensation and Payment Schedule

Insert Cost Proposal