



REQUEST FOR QUOTES 2022-001

for

MANAGEMENT CONSULTING SERVICES

ADDENDUM 1

May 17, 2022

Addendum 1 (“Addendum”) to the Request for Quotes (“RFQ”) is as follows:

1. Appendix 1, FHKC Agreement for Management Consulting Services, Section 1.2, is amended to add the following definition:
 - Except in sections 3.7, 4.5.1, 5.2, 6.5, 7.3, 7.5, 12.1, and 12.2 of the State Term Contract, the term “State of Florida” means FHKC;
2. Appendix 1, FHKC Agreement for Management Consulting Services, is amended to renumber Section 4.14, Entire Understanding, as Section 4.15.
3. Section 4.14 of Appendix 1, FHKC Agreement for Management Consulting Services, is amended to insert the following:

4.14. Pre-Existing Materials. This Agreement does not affect the ownership of each Party’s (or subcontractors’) pre-existing and/or independently developed intellectual property or know-how, processes, methodologies, and pre-existing and/or independently developed materials (“Pre-Existing Materials”).

For materials that Vendor delivers under the Agreement but that incorporate Vendor’s Pre-Existing Materials not produced under the Agreement for FHKC, Vendor hereby grants to FHKC a nonexclusive, royalty-free, right to copy, perform, display, execute, reproduce, and modify Vendor’s Pre-Existing Materials, solely as contained within the deliverables to the extent reasonably necessary or useful for FHKC to receive the benefit of Services or any deliverables from Services as contemplated by this Agreement.

4. FHKC’s answers to Respondents’ questions begin on the following page.

#	Document	Document Section	Page #	Question from Respondents	FHKC Answers
1	Appendix 1, FHKC Agreement for Management Consulting Services	4.15 Warranty Disclaimer (new section)	19	Respondent respectfully requests that FHKC include a standard warranty disclaimer to exclude any warranties not expressly made in the agreement and balance the scope of exposure with the work being performed. Suggested language for consideration below: <u><i>“Notwithstanding anything else to the contrary, except for the express warranties made, Vendor makes no other warranties concerning the services or deliverables including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.”</i></u>	FHKC will not make this addition to Appendix 1, FHKC Agreement for Management Consulting Services.
2	Appendix 1, FHKC Agreement for Management Consulting Services	4.16 Limitation of Liability (new section)	19	Respondent respectfully requests that FHKC include a standard limitation of liability clause for direct damages to balance the scope of exposure with the work being performed. Suggested language for consideration below: <u><i>“Direct damages are limited to an amount not greater than the fees received by Vendor under this Agreement for the portion of the services giving rise to the claim.”</i></u>	FHKC will not make this addition to Appendix 1, FHKC Agreement for Management Consulting Services.

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3	Appendix 1, FHKC Agreement for Management Consulting Services	4.17 Indemnification (new section)	19	<p>Respondent respectfully requests that FHKC include a standard indemnification clause to clarify indemnification is intended to cover third party claims and to balance the scope of exposure with the work being performed. Suggested language for consideration below based on STC Special Contract Conditions, Section 7.5:</p> <p><u><i>“To the extent permitted by Florida law, the Vendor agrees to indemnify, defend, and hold FHKC and the State of Florida, its officers, employees, and agents harmless from all third party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney’s fees, to the extent arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any negligent acts, actions, breaches, neglect, or omissions of the Vendor, its employees, agents, subcontractors, assignees, or delegates related to the Agreement, as well as for any determination arising out of or related to the Agreement that the Vendor or Vendor’s employees, agents, subcontractors, assignees,</i></u></p>	FHKC will not make this addition to Appendix 1, FHKC Agreement for Management Consulting Services.

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				<p><u>or delegates are not independent contractors in relation to FHKC. The Agreement does not constitute a waiver of sovereign immunity or consent by FHKC or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Vendor may provide FHKC (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (3) assistance in defending the action at Vendor's sole expense."</u></p>	
4	Appendix 1, FHKC Agreement for Management Consulting Services	4.18 Vendor Pre-Existing Materials (new section)	19	<p>Respondent respectfully requests that FHKC include a clause to clarify Vendor's ownership of pre-existing and/or independently developed materials. Suggested language for consideration below:</p> <p><u>"This Agreement does not affect the ownership of Vendor's (or its subcontractor's) pre-existing and/or independently developed intellectual property or Vendor's ideas, know-how, processes, methodologies, and pre-existing and/or independently developed materials ("Vendor Pre-Existing Materials").</u></p> <p><u>For materials that are delivered under the Agreement, but that incorporate Vendor Pre-</u></p>	Refer to paragraph 3 of this Addendum.

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				<u>Existing Materials not produced under the Agreement for FHKC, Vendor hereby grants to FHKC a nonexclusive, royalty-free, right to copy, perform, display, execute, reproduce, and modify Vendor Pre-Existing Materials, solely as contained within the deliverables to the extent reasonably necessary or useful for FHKC to receive the benefit of the services or any deliverables from the services as contemplated by this Agreement.”</u>	
5	N/A	N/A	N/A	Please provide the allocated budget for the services requested.	A budget has not been established for the Agreement.
6	RFQ	2. Objectives	1	FHKC requires procurement strategy and technical subject matter support for its upcoming procurement of third-party administrator (“TPA”) services and project management and technical support to implement the contract resulting from the procurement, which is anticipated to be released in late July 2022 as an invitation to negotiate (“ITN”). <u>Please share the anticipated implementation timeline - desired go-live date. Please share how long FHKC expects the chosen Respondent to support transition activities.</u>	<p>FHKC anticipates the following schedule for the TPA procurement and implementation:</p> <ul style="list-style-type: none"> • July 2022: launch procurement • January 2023: contract award • February 2023: implementation begins • April 1, 2025: go-live date <p>For the Services sought under this RFQ, FHKC anticipates engaging the successful Respondent(s) for 90 days after the go-live date; however, the scope of the Agreement could extend beyond this timeframe to include</p>

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					additional Services, such as other FHKC mission-oriented business initiatives.
7	N/A	N/A	N/A	Please share any lessons learned which led to the unsuccessful implementation following award from the prior ITN?	FHKC will discuss this with the successful Respondent(s), as appropriate.
8	Appendix 1, FHKC Agreement for Management Consulting Services	3.1 Scope of Services	13	Will FHKC or the Respondent be responsible for the requirements traceability map (RTM) to map business requirements to technical functionality?	Neither FHKC nor the successful Respondent(s) will be responsible for the RTM; the TPA vendor will be responsible for the RTM.
9	Appendix 1, FHKC Agreement for Management Consulting Services	3.1 Scope of Services	13	How will the respondent to the RFQ conduct independent unit and third-party integration testing?	It is anticipated the successful Respondent(s) will utilize automated tools to perform testing.
10	RFQ	2. Objectives	2	Can you please clarify whether you are looking for a firm with qualified candidates to complete the full scope of work or if you are seeking individuals to complete the scope of work. If you are seeking individuals, is there a possibility that you will create a combined team with individuals from different vendors?	FHKC is seeking one vendor to complete the full scope of work under the Agreement; however, FHKC reserves the right to form a combined team if FHKC determines it is in its best interests to do so.

5. To the extent this Addendum conflicts with any previous written or oral RFQ specifications, instructions, or information provided by FHKC, this Addendum shall control.

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