



**State Term Contract 84111600-20-1
For
Financial and Performance Audits**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Advanced Systems Design, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

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

II. Renewal Term.

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

III. Contract.

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

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

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

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IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

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

b) Pricing.

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

c) Job Titles and Duties.

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

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

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO

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- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

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

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

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- Training Customer personnel through formal classroom courses, workshops, or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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

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

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

d) Anticipated Preferences.

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

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

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

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

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statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

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

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

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- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

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

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

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

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

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competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

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

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

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

h) Contractor's Administrative Responsibilities.

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

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

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

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

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

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

j) Business Days.

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

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

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

k) Routine Communications.

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

l) Contract Reporting.

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

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"

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subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

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

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

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

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

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

3. Diversity Report.

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

4. Ad-hoc Report.

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

m) Business Review Meetings.

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

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

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- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

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

o) Contract Transition.

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

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

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

ADVANCED SYSTEMS DESIGN, INC.

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

DocuSigned by:

Meagan Knight

270F97975B5647E...
Meagan Knight
Operations Manager

DocuSigned by:

Tami Fillyaw

991459A211104A3...
Tami Fillyaw
Chief of Staff

2/18/2021 | 10:46 AM EST

Date:

2/18/2021 | 5:02 PM EST

Date:

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

Respondent Name	Advanced Systems Design, Inc.
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 2: Financial and Performance Audits		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$230.00	\$237.00
Senior Consultant	\$175.00	\$180.00
Consultant	\$145.00	\$149.00
Junior Consultant	\$90.00	\$93.00
Program and Administrative Support	\$45.00	\$46.00

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

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

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

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

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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



Technical Proposal – Service Category 2: Financial and Performance Audits

Advanced Systems Design, Inc. (ASD) is a focused provider of mission-enabling Government services with over 40 years of experience supporting Florida agencies. With headquarters in Tallahassee, Florida since 1979, and consultants statewide, we are a certified Florida Minority Business Enterprise (MBE) small business with core capabilities in management consulting, performance audits, and information management and technology. We have successfully managed over 560 projects in support of federal, state, and local government agencies and a wide range of government missions. In addition to high quality standards and CMMI-SVC Level 3 and ISO 9001:2015 appraised service delivery, we have the wide, deep, and broad knowledge and skills needed to provide performance auditing services such as economy and efficiency audits and program results and program fraud audits.

Expert Services and Experience

Our Mission is Fostering the Mission Success of our Customers

- ❖ 40+ years of experience providing government contracting services
- ❖ 10+ years of experience providing performance auditing services
- ❖ 1,000,000+ hours of services provided to Florida Government
- ❖ 30+ Florida departments and agencies served
- ❖ CMMI-SVC Level 3 and ISO 9001:2015 appraised

In this volume of our proposal, ASD will detail our government and performance auditing experience and the diverse and complementary statewide services we provide. We will also describe how our personnel, staffing processes, and performance auditing services capabilities and approaches assure our ability to meet all the requirements of this contract and enable ASD to productively provide our services while efficiently and effectively supporting Florida government agencies and their missions.

❖ 1 Experience Narrative

In this section, ASD provides an overview of our experience as an exemplary government contractor, summarizing first the variety of Florida government missions we have supported to demonstrate we have the successful past performance in performance auditing to reliably provide economy and efficiency audits and program results and program fraud audits under the resulting contract. Our understanding of these missions and agencies, along with our knowledge of how they work, will augment our ability to provide effective performance auditing services. We follow this overview with a listing of representative performance audit experience examples, focused in particular on our Florida government projects. We have also provided performance audits for multiple other states and for the Federal Government including the Department of Defense, Department of Veterans Affairs, and the Department of Health and Human Services. The depth and range of this experience further augments our ability to perform statewide performance auditing services for Florida. We end the section with our statement of understanding of government business practices.



1.1 Overview of Government Services Experience

In our 40+ years of providing government contracting services to the State of Florida, ASD has had the opportunity to support a wide variety of government missions. Our personnel have applied their diverse knowledge and key skills to provide best in class services, including critical, statewide support, such as during the H1N1 pandemic or post-hurricane relief. Some of this work has included performance auditing services that were essential to achieving mission success. In the table below, we provide representative examples of some of the Florida agencies we have supported and some of the types of knowledge and skill sets we provided during our mission-supporting engagements.

ASD Government Contracting Services – Florida (FL) Government <i>ASD has deep and broad experience supporting Florida's critical government missions.</i>		
Supported Agencies	Summary of Government Services	Applied Knowledge and Skill Sets
✓ Children and Families	Completed two major assessment projects and associated reporting	<ul style="list-style-type: none"> Compliance Audits Performance Audits
✓ Corrections	Currently supporting FL Department of Corrections; 23+ years of consecutive service	<ul style="list-style-type: none"> Performance Audits Strategic Alignment
✓ Education	Completed a 3-year project grant program results and performance audit analysis	<ul style="list-style-type: none"> Economy and Efficiency Audits Program Results and Program Fraud Audits
✓ Financial Services	Provided studies, analyses, audits, and reports related to fraud	<ul style="list-style-type: none"> Program Results and Program Fraud Audits Advisory and Assistance Services
✓ Fish and Wildlife	Currently supporting FL Fish and Wildlife Conservation Commission; 11+ years of consecutive service	<ul style="list-style-type: none"> Economy and Efficiency Audits Program Results and Program Fraud Audits
✓ Health	Currently supporting FL Department of Health; 16+ years of consecutive service	<ul style="list-style-type: none"> Business Needs Analysis Program Results Audits Strategic Guidance
✓ Law Enforcement	Currently supporting FL Department of Law Enforcement (FDLE); 23+ years of consecutive service	<ul style="list-style-type: none"> Analyses and Reporting Economy and Efficiency Audits Program Results and Program Fraud Audits
✓ Management Services	8+ years of Management Consulting and Strategic Guidance Services to the FL Department of Management Services 14+ years of information technology and management contracts under the FL Department of Management Services	<ul style="list-style-type: none"> Research and Analyses Strategic Planning Business Process Reengineering Economy and Efficiency Audits Program Results and Program Fraud Audits
✓ Transportation	Currently supporting FL Department of Transportation; 23+ years of consecutive service	<ul style="list-style-type: none"> Economy and Efficiency Audits Program Results and Program Audits



1.2 Detailed Performance Audit Experience Examples

In addition to the statewide services that we currently provide to Florida government, we also support local and city governments in Florida, other state governments, and the Federal Government. We describe some representative performance auditing projects in the next section, with emphasis on projects delivered to Florida government, the focus of this RFP response, and the two service areas we propose to serve: 1) Economy and Efficiency Audits and 2) Program Results and Program Fraud Audits.

1.2.1 Experience Example 1

<i>Performance/Compliance Audit on DCF Hurricane Relief Social Services Programs</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
Florida Department of Children and Families (DCF)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 6 months

Challenge

In accordance with federal assistance guidelines, the Florida Department of Children and Families needed to audit the Hurricane Wilma relief program financials and related performance/compliance artifacts to provide oversight relating to finances, program results, and fraud detection.

Description of Work

ASD provided a comprehensive review of financials and related performance/compliance artifacts onsite at several south Florida office locations and delivered an audit report with findings to DCF at the end of the review.

Applied Knowledge and Skill Sets

- Financial accounting/audit standards, approaches, and practices
- Performance/compliance audit standards, approaches, and practices
- Relevant grant guidelines and regulations
- Expert advisory services

Achievements/Benefits

The review process and results met all federal compliance requirements and provided an accurate audit of key financial and performance/compliance details to inform management and key stakeholders.

1.2.2 Experience Example 2

<i>Performance/Compliance Audit on Construction Work Activities and Deliverables</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
City of Miami (Office of Capital Improvements)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 9 months



Challenge

Under state and federal assistance guidelines, the City of Miami needed an audit of the construction spent funds to ensure deliverables were in accordance with fund appropriations and the original and revised design specifications.

Description of Work

ASD performed financial and performance/compliance audits and related engineering/construction performance/compliance audits on recently completed buildings, assessing the financial details and cross walking and comparing these details with delivered buildings to ensure program management results were satisfactory.

Applied Knowledge and Skill Sets

- Financial accounting/auditing
- Performance/compliance auditing
- Capital improvements processes/practices
- Construction/engineering processes/practices
- Advisory services to senior managers

Achievements/Benefits

ASD provided needed financial and performance/compliance audit analyses to allow senior managers to perform an evidence-based assessment of the performance results of the Office of Capital Improvements over the period covered by the consulting engagement by reviewing each constructed building's conformance to specification and budget. Key reports included a financial audit report, a lengthy performance/compliance audit report with building photos and gap analyses detailing any determined performance gaps, and a process improvement report for senior management on process/practice issues ascertained and lessons learned.

1.2.3 Experience Example 3

<i>Invasive Aquatic Plant Management Program Communications Effectiveness Evaluation and Transition Plan for Improving Public Relations</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
FL Fish and Wildlife Commission (FWC)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 6 months

Challenge

Florida FWC was faced with a statewide invasive aquatic plant problem in lakes. To identify viable alternatives for addressing the problem, FWC required extensive analysis of existing program communication strategies, identification of new stakeholder outreach strategies and approaches, and increased communication and coordination with these stakeholders.



Description of Work

ASD provided services in the following areas: invasive plant program performance auditing, communication and stakeholder outreach evaluation, research and planning, and related public relations data collection and analysis. Key deliverables included a Communication Plan for assessing communication results and addressing program needs, development of a major stakeholders list, and preliminary stakeholder opinion assessment based on telephone interviews and focus groups.

Applied Knowledge and Skill Sets

- Communication/Public Relations/Outreach expert program results analysis and advisory services
- Communication/Public Relations/Outreach program planning and reporting services
- Program stakeholder research, data collection, and analysis services
- Program improvement focused telephone interviews, focus group coordination, and data collection/analysis from stakeholders

Achievements/Benefits

ASD delivered key program results assessment and advisory services, stakeholder research documentation, and planning guidance that helped FWC to perform an evidence-based assessment of mission alternatives for improving citizen services.

1.2.4 Experience Example 4

<i>School Nutrition Program Grant Evaluation, Advisory, and Reporting Services</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
Florida Department of Education (DOE)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 2.5 years

Challenge

Under federal grant guidelines, Florida DOE had a requirement to document how grant funds were used, how the grant program's plans were carried out, and how school program outcomes were impacted through grant activities.

Description of Work

ASD provided grant-based school and student health program research design, planning, surveying, evaluation, and reporting services for over 30 schools.

Applied Knowledge and Skill Sets

- Student/School Health
- Advice and assistance to the grant's statewide coordinators
- Research design and development of custom instruments for facilitating evaluation
- Facilitated school applications, administrative processes, and data collection through online surveys



- Implemented evaluation methodologies and practices for assessing the impact of school grant activities on the healthy school program, and whether each school's program achieved a desired level of program results
- Drafted rough and final drafts of the final evaluation report

Achievements/Benefits

ASD delivered performance administration, review, and reporting services that met the needs of the state's federal grant recipients and state grant administrators, the school districts and schools receiving state-level grants, and the federal-level grant providers at the U.S. Department of Agriculture. ASD delivered a 100+ page final report documenting progress toward the grant's objectives, including evaluation results and summaries of contributing healthy school grant activities.

1.2.5 Experience Example 5

<i>School Nutrition Program Grant Evaluation, Advisory, and Reporting Services</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
Florida Department of Agriculture and Consumer Services (FDACS)*	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 2.5 years

** This follow on contract was competitively won by ASD after the conclusion of work performed in Example 4. The State's grant administrator agency function transitioned to FDACS, as the federal grant money originated from the U.S. Department of Agriculture.*

Challenge

Under federal grant guidelines, FDACS had a requirement to document how grant funds were used, how the grant program's plans were carried out, and how school program outcomes were impacted through grant activities.

Description of Work

ASD provided grant-based school and student health program research design, planning, surveying, evaluation, and reporting services for over 30 schools.

Applied Knowledge and Skill Sets

- Student/School Health
- Advice and assistance to the grant's statewide coordinators
- Research design and development of custom instruments for facilitating evaluation
- Facilitated school applications, administrative processes, and data collection through online surveys
- Implemented evaluation methodologies and practices for assessing the impact of school grant activities on the healthy school program, and whether each school's program achieved a desired level of program results
- Drafted rough and final drafts of the final evaluation report



Achievements/Benefits

ASD delivered a 100+ page final report documenting progress towards the grant's objectives including evaluation results, summaries of healthy school grant activities, and numerous color photos submitted from the participating schools.

1.2.6 Experience Example 6

<i>Officer-related Performance Audit of Certification Practices, Exams, and Curriculums</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
Florida Department of Law Enforcement (FDLE)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	1.5 years

Challenge

FDLE needed to address the Legislature's Office of Program Policy Analysis and Government Accountability (OPPAGA) review of officer programs relating to efficiency in program outcomes for the purposes of performance-based budgeting and the justification of future legislative fund allocations.

Description of Work

ASD performed performance-based budgeting (PBB) analyses for facilitating OPPAGA departmental reporting, conducted a process analysis of the administration of the department's three officer exams (law enforcement, probation, and corrections), analyzed business practices, and developed a successful proof of concept automated application prototype to automate manual management of the numerous curriculums developed and managed for officer training.

Applied Knowledge and Skill Sets

- Performance based budgeting (PBB)
- Officer exam expertise
- Process analysis
- Solution prototyping
- Automation of manual mission-driven processes
- Systems analysis and design

Achievements/Benefits

ASD successfully performed agreed on performance audit services in support of addressing OPPAGA requirements and determining mission opportunities to improve efficiencies through the automation of key processes and practices.



1.2.7 Experience Example 7

Policy Audit and Analysis Relating to a Statutorily Mandated Study on the Feasibility of Collecting the 911 Fee from Users of Prepaid Mobile Phones		
Customer	Relevant RFP Service Areas	Engagement Duration
Florida Department of Management Services (E911 Commission)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	1 year

Challenge

Given a legislative mandate for a formal study, the E911 Commission needed to determine in a study if collecting a 911 user fee from prepaid mobile phone users (as collected from other landline and mobile users) was appropriate and feasible, and for such a study to be provided by a highly skilled and independent consultant with program audit experience.

Description of Work

ASD conducted a performance audit on the pertinent regulations and related operational practices involving the collection of 911 fees in Florida and all other states and authored a legislatively mandated management consulting report on the feasibility of collecting 911 usage fees in Florida from prepaid mobile phones. The report's findings were based on extensive research on similar policy decisions in other states and involved the detailed point-by-point feasibility analysis of leading policy alternatives available to the E911 Commission. All prepaid wireless carriers in Florida were required to respond to an ASD-developed statewide data-gathering instrument.

Applied Knowledge and Skill Sets

- Wireless and prepaid wireless 911 user fees (taxes)
- State regulations and policies/practices relating to collection of 911 user fees
- Performance audit of program processes/practices and related regulations/laws for all 50 states
- Research design
- Feasibility analysis
- Public policy
- Reporting

Achievements/Benefits

The final report was subsequently used by the Florida E-911 Commission in the development of related rules and regulations governing the collection of 911 fees from prepaid mobile phones in the State of Florida.



1.2.8 Experience Example 8

<i>Cost/Benefit and Feasibility Analysis on Transitioning the Department of State's SunBiz Mission and Unit to the Department of Revenue</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
FL Department of Management Services	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 2 months

Challenge

At the request of the Governor's Office, DMS undertook, through work assignment to ASD, the development of a performance audit and feasibility study to determine if the SunBiz mission and unit should remain under the Department of State (DOS) or be transitioned to the Department of Revenue (DOR), which was tasked with serving as the single source intake of funds for the State.

Description of Work

The resulting analysis focused on a performance audit of the existing SunBiz mission, applications, processes, practices, staff members, and citizen customers, and a feasibility analysis of the current state versus a possible future state if housed under the DOR, not DOS.

Applied Knowledge and Skill Sets

- Performance audit
- Feasibility analysis
- State of Florida strategic plans
- State of Florida statutes and policies
- Reporting
- Assessment of process/system fraud vulnerabilities

Achievements/Benefits

The report was finalized to the satisfaction of DMS management and routed to the Governor's Office for review and disposition.

1.2.9 Experience Example 9

<i>Child Welfare Program Service Delivery Methodology Evaluation and Re-design</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
FL Department of Children and Families (DCF)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 1.5 years



Challenge

As part of a substantive policy-mandated shift in child welfare service delivery methodology, DCF was faced with the need to review its existing program methodologies and to adopt new methodologies for which considerable expert assessment and advisory services were required.

Description of Work

ASD provided child welfare service delivery methodology current state assessment, transition planning services, learning needs assessment, curriculum development, and management advisory services in two major back-to-back transformation projects.

Applied Knowledge and Skill Sets

- Child welfare policies, strategies, methodologies, and best practices
- Child welfare service delivery transformation approaches
- Results-based program gap analysis and assessment
- Process reengineering
- Learning needs assessment
- Curriculum and course development
- Expert advisory services

Achievements/Benefits

ASD provided complementary and integrated program-based improvement services to position the child welfare program for mission success during and after the period of child welfare methodology transformation.

1.2.10 Experience Example 10

<i>Medicaid Fraud Research, Analysis, and Presentation Services</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
FL Department of Financial Services (Medicaid Fraud Strike Force)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 2 months

Challenge

Medicaid costs make up a large percentage of the overall Florida budget and the incidence of fraud was known to be unsatisfactorily high due to exploited vulnerabilities in cross-agency processes and systems.

Description of Work

ASD performed Medicaid-related full lifecycle claims process discovery and documentation of cross-agency processes/systems relating to Medicaid. We focused on fraud vulnerabilities in the processing of claims and provided fraud alert advisory and executive presentation services.

Applied Knowledge and Skill Sets

- Research on cross-agency Medicaid processes/systems
- Medicaid cross-agency and related social service entitlement process documentation



- Assessment of process/system fraud vulnerabilities
- Expert graphical development and PowerPoint presentation skills

Achievements/Benefits

Key process/practice information was presented in a compelling PowerPoint presentation to support the Medicaid Fraud Strike Force and other senior decision makers. This presentation included a thorough overview of the key Medicaid inter-agency system/process interactions and corresponding fraud vulnerabilities.

1.2.11 Experience Example 11

<i>Transition Performance/Compliance Audit for North Carolina Bureau of Fuel Tax</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
North Carolina Department of Revenue (NC DOR) – Bureau of Fuel Tax (BFT)	Economy and Efficiency Audits; Program Results and Program Fraud Audits	Approximately 4 months

Challenge

NC DOR BFT purchased a new .NET powered fuel tax web application for automating manually managed functions and disparate existing automated functions. They required a performance/compliance audit of the existing standard operating practices (SOPs), or current business practices, as well as a gap analysis for how the current state practices could be transitioned to the future practices in order to properly integrate with, and productively utilize, the .NET web application.

Description of Work

ASD conducted a performance/compliance audit of the existing SOPs and gathered all relevant practice documentation into a repository to ensure its preservation. Extensive process diagramming documented the process flows of the fuel tax program's current state as a part of this performance audit. Using gap analysis techniques, the future state processes for integrating with the .NET application were modeled based on the provided application documentation and a transition roadmap and associated processes were formulated for transitioning current mission-focused activities to the future state.

Applied Knowledge and Skill Sets

- Performance/compliance auditing of existing SOPs
- Gap analysis
- Business process analysis and process reengineering for economy, efficiency, and effectiveness
- Technology-driven organizational transformation
- Results-based advisory services
- Reporting

Achievements/Benefits

ASD provided a comprehensive and detailed performance review and gap analysis report for the BFT to use in support of their transition activities.



1.2.12 Experience Example 12

<i>Vaccine Tracking System Performance Audit</i>		
Customer	Relevant RFP Service Areas	Engagement Duration
Centers for Disease Control and Prevention (CDC), National Center for Immunization and Respiratory Diseases (NCIRD)	Economy and Efficiency Audits; Program Results Audits	Over 2 years

Challenge

Improving the immunization rates for all adults and children is essential to accomplishing the program mission of CDC's NCIRD. To facilitate its mission, NCIRD needed an independent assessment of business processes and information relating to performance reporting systems.

Description of Work

ASD provided independent performance/compliance audits of key NCIRD systems and programs. ASD assessed business practices and evaluated systems performance resource use and reporting practices. This enhanced NCIRD's ability to determine if investments and practices were adequately promoting its ability to manage the vaccine supply chain in real-time while streamlining manual processes/data entry and enabling authorized clinical, administrative and public health users and consumers to access immunization data.

Applied Knowledge and Skill Sets

- Performance/compliance auditing and assessment
- Business process auditing and evaluation
- Strategic guidance and process improvements
- Program results identification and auditing

Achievements/Benefits

ASD's work informed program improvements that drove greater compliance with regulations and also improved inputs for decision-making, leading to greater efficiencies and cost savings. ASD's independent assessment facilitated NCIRD's ability to determine how well system investments were meeting the goal of consolidating disparate sources of data to better measure the effectiveness results of vaccination programs. The resulting assessment framework has served as a model for laboratories throughout the CDC.

1.3 Understanding of Government Business Practices

ASD has been a compliant and success-driven government contractor for state and local government for over 40 years and for federal government for almost ten years. The personnel selected for this contract will have knowledge of government business practices and will typically have direct experience working for a similar Florida government agency. Our service delivery processes as a government contractor are CMMI-SVC 3 and ISO-9001:2015 appraised. Additionally, for each project engagement, assigned personnel will be familiar with the relevant government or grant requirements and have related expertise



and similar work experience directly related to the project. ASD has an expert contracts and compliance director on staff to ensure our compliance with, and understanding of, federal and state government and grant requirements, reporting requirements, and other aspects of government and grant programs and funding. We also have staff members who are Certified Professional Accountants (CPAs) to advise on standards and practices of accounting when needed.

❖ 2 ASD Performance Auditing Services – Capabilities and Approaches

In this section of our proposal, ASD describes our capabilities and approaches in relation to the performance auditing services identified in the Request for Proposal (RFP). In addition to this information, we have included representative resumes in Appendix A of this volume.

2.1 Overview of Performance Auditing Services

ASD has over 10 years of experience conducting performance audits and over 6 years of experience conducting performance audits for the State of Florida. This experience included efforts impacting missions and constituents statewide and nationwide, and encompasses tasks and capabilities that fully represent the two RFP service areas that we are proposing to provide services: 1) Economy and Efficiency Audits and 2) Program Results and Fraud Audits.

ASD Performance Auditing Services are delivered under the direction of Practice Lead, Mr. Terry Williams, with guidance and oversight provided by President Dr. John DuBard. Mr. Williams reports directly to our President. Project efforts are supported by our Program Management Office (PMO) staff. ASD's PMO oversees the service delivery quality of our projects. For the projects under this contract, in addition to our field workforce and PMO, we have assigned additional key roles to provide operational oversight and support. Our Senior Vice President, Mr. John Adams, will provide executive-level oversight over this program; our Operations Manager, Ms. Meagan Knight, will provide our Practice Lead, project managers, and project personnel with day-to-day support and coordination of operational matters. Our corporate back office provides another layer of reach back and expertise in accounting, human resources, recruiting, contracts, and marketing. The qualifications of the service delivery leadership team for this program are highlighted in the following table.

ASD Service Delivery Leadership Team – Performance Audits	
Leader/Role	Background and Qualification Highlights
Terry Williams, <i>Performance Audits Practice Lead</i>	<ul style="list-style-type: none"> ▪ 30 years of experience providing management and technology consulting services to government; 15 years of performance auditing experience ▪ Master of Science, Computer Information Systems, Georgia State University ▪ PMP, PMI-ACP, MCSD, MCSE, and ITIL v. 3 certifications ▪ 6 years' experience providing direct performance auditing services to Florida government <ul style="list-style-type: none"> ▫ Delivered performance audit reports documenting progress towards the grant's objectives, evaluation results, and summaries of contributing healthy school grant activities at Florida Department of Education and Florida Department of Agriculture and Consumer Affairs ▫ Performed performance audit and feasibility study for Florida Department of Management Services ▪ 20 years teaching project management, systems analysis/design, and organizational communication at state universities



ASD Service Delivery Leadership Team – Performance Audits

Leader/Role	Background and Qualification Highlights
Dr. John DuBard, PMP <i>President and Practice Lead Advisor</i>	<ul style="list-style-type: none"> 49 years of government contracting experience: President of ASD for 41 years; previously a senior consultant for the State of Florida Ph.D., Communications, Florida State University (FSU); Provided PM training to over 500 managers Founder of the FSU Project Management Center (PMC) and a Graduate Certificate Program in Project Management and ongoing Director of the PMC; the PMC and multiple FSU departments are partners for research projects Highest level of executive management; responsible for oversight and ASD strategic direction
John Adams, <i>Senior Vice President and Executive Level Oversight</i>	<ul style="list-style-type: none"> 45 years of Executive Level Oversight and Leadership (retired USAF Lt. Col.) Master of Science, Public Administration, Troy University Certified Program Evaluator (CPE) Executive oversight of support functions: accounting, human resources, recruiting, and reporting Over 24 years of experience in managing personnel who serve Florida government Florida government contracting expert; knowledgeable about laws, regulations, and standards
Meagan Knight, <i>Operations Manager, Personnel and Customer Liaison</i>	<ul style="list-style-type: none"> 6 years of experience supporting State of Florida Departments and Agencies; ongoing working relationships with over 30 Florida agencies Bachelor's Degree, Business Administration, Flagler College Extensive experience working with Florida government agencies; able to effectively align project personnel with customer requirements

2.2 ASD Personnel and Staffing

In addition to our performance auditing capabilities and experience, ASD's current skilled personnel and corporate staffing capabilities augment our ability to deliver high quality services to Florida government.

2.2.1 Personnel

Current ASD personnel possess the experience and qualifications needed to excel in the delivery of the performance auditing services detailed in the RFP. We have a number of capable employees with suitable qualifications for each of the labor categories noted in the RFP who can be available to work on task orders as needed. The following information provides a high-level view of how our personnel matches up to or exceeds RFP requirements.

✓ Principal Consultant	Our Principal Consultants typically have over 10 years of performance auditing experience, including more than 10 years of experience serving Florida government. They usually have advanced degrees in public administration, business, information systems, or other relevant areas, and relevant certifications.
✓ Senior Consultant	ASD Senior Consultants typically have over 10 years of experience planning, supervising or conducting performance auditing tasks, including 10 years of Florida government experience. They have relevant degrees and often have relevant certifications.



✓ Consultant	Our Consultants typically have over 5 years of experience providing administrative, consultative or technical support on performance audits for Florida government. They often have specializations in analysis, training, and/or other areas.
✓ Junior Consultant	ASD Junior Consultants typically have 5 years of experience supporting performance auditing projects. They have operational knowledge of government business practices and have supported research, analysis, and/or training efforts.
✓ Program and Administrative Support	ASD Program and Administrative Support Staff assigned to government projects typically have a minimum of 5 years of experience performing administrative support tasks related to performance audits. They usually have 10 years of experience in an administrative or program assistant role and specializations in graphic design, technical writing, or similar.

2.2.2 Staffing Capabilities

ASD's proven staffing process is strategic, results driven, systematic, and efficient. It is well suited to sourcing and retaining top management consulting and performance auditing professionals with government and grant experience. We employ a team of three highly skilled recruiters with a combined 50 years of experience who are dedicated to sourcing, vetting, and securing qualified professionals to meet ASD customer needs. Our recruiters leverage our knowledge of the customer environment and culture, our understanding of the position requirements, and use internal and external resume databases, job boards, social media, and employee referral programs to source top professionals for our customers. Our vetting process includes background checks through government-approved systems such as HireRight, interviews, and reference checks as well as verifying other key evaluation factors such as job-related aptitude, work habits, and interpersonal, analytical, and oral/written communication skills.

In addition to providing the highest quality personnel to meet our customer's specific management consulting and mission needs, we require each staff member to agree and comply with our core business values including honesty, integrity and professional business conduct. We also require our staff to maintain customer confidentiality and to deliver the highest quality services with proactive and appropriate communication. ASD operations managers check in regularly with our customers to assure our staff is meeting or exceeding customer expectations. We also provide job-related training and educational opportunities and incentives to enhance our staff's job performance. Our staffing processes from recruiting to vetting and through to onboarding allow us to provide qualified staff quickly. Our staff development and management practices enable us to deliver responsive service excellence and continuous improvement to our customers. In addition, ASD's business practices encourage staff loyalty. On average, our Florida government services staff have worked for ASD in support of a particular agency for over six years. Some of our Florida government services staff have been with ASD and their respective customer for over 20 years. This allows us to serve Florida Government with ever increasing efficiency and effectiveness by applying sustained customer, project, and mission knowledge and experience.



2.3 Descriptions of ASD Performance Auditing Services

In this section, we describe our service capability and approach for Economy and Efficiency Audits and Program Results and Program Fraud Audits. For these service areas, as well as all of ASD's management consulting services, ASD's default phased approach is the 4D methodology as illustrated in Figure 1:

Figure 1: The 4D Methodology: ASD's Core Management Consulting Phased Approach is applied to our Performance Audits



In the **Define Phase**, we start up the initiative, perform initial discovery, develop a plan/schedule, define requirements, and perform related planning and analysis. In the **Design Phase**, we validate requirements, determine architecture, develop design solution alternatives and prototypes, and select the most viable solutions for use in the next stage. In the **Develop Phase**, solution deliverables are developed and tested. In the **Deploy Phase**, the implementation-ready consulting solution processes and deliverables are deployed per specifications and plans. ASD performs monitoring/control and evaluation within each phase. As needed, iteration occurs between phases and work tasks.

ASD's 4D methodology is our internal go-to solutioning methodology for consulting services. ASD has many years of successful experience employing this methodology in customer environments and has become adept at tailoring it to accommodate customer needs and customer methodologies of choice. ASD is also easily able to customize the 4D methodology for all provided service areas. In the following sections we briefly delineate our service capability, approaches/methodologies, and related past performance for the two service areas we are proposing to provide services: Economy and Efficiency Audits and Program Results and Program Fraud Audits.

2.3.1 Service Area – Economy and Efficiency Audits

ASD delivers economy and efficiency audits to ensure organizational and program services, outputs, and outcomes are productively delivered in relation to the benefits obtained versus costs incurred. The focus is on improving the value of services (effectiveness) performed and reducing the associated uneconomic elements and inefficiencies.

Description of Service Capability and Approach

ASD actively maintains Economy and Efficiency Auditing Service Delivery Team capabilities with team members possessing skill sets in financial management, accounting, auditing, and productivity analysis. Approaches that ASD routinely uses for these services include the Florida Legislature's Office of Program Analysis and Government Accountability (OPPAGA) evaluation methods, gap analysis, Return on investment (ROI) analysis, value analysis, and performance/compliance auditing best practices, as well as specific audit standards as appropriate for each engagement.

To address the unique requirements of this service area, ASD customizes our core 4D methodology by building in program evaluation and audit facilitation processes and activities into each phase to address key questions:



- **Define** - Where are we now, where do we want to be, and what are our evaluation/audit methodology alternatives for conducting economy and efficiency audits?
- **Design** - How can we get to where we want to be using the best evaluation/audit alternative?
- **Develop** - What audit solutions need to be developed to ensure success?
- **Deploy** - How can we execute plans with fidelity and attain audit results as needed?

Past Performance Examples: ASD has conducted numerous Economy and Efficiency Audits to federal, state, and local government. See Section 1.2 of this response for representative examples of ASD's economy and efficiency audit past performance.

2.3.2 Service Area – Program Results and Program Fraud Audits

ASD delivers organizational, program wide, and segmented audits of program results and fraud to assess the efficiency and effectiveness of services delivered, as well as the incidence and risk of fraud undermining the return on investment and achievement of targeted benefits.

Description of Service Capability and Approach

ASD actively maintains Program Results and Program Fraud Auditing Service Delivery Team capabilities with team members possessing skill sets in financial management, accounting, auditing, productivity analysis, and fraud detection and mitigation. Approaches that ASD routinely uses for these services include the Florida Legislature's Office of Program Analysis and Government Accountability (OPPAGA) evaluation methods, gap analysis, ROI analysis, value analysis, and program/fraud auditing best practices, as well as specific audit standards as appropriate for each engagement. ASD customizes our 4D methodology in each phase to address the following key considerations:

- **Define** - Where are we now, where do we want to be, and what are the targeted positive program results and/or fraud audits?
- **Design** - How can we get to where we want to be by using the best evaluation/audit alternative and plans?
- **Develop** - What program solutions need to be developed to drive positive results and/or fraud audits?
- **Deploy** - How can we execute plans with fidelity and attain targeted program and/or audit results as needed?

Past Performance Examples: ASD has conducted numerous Program Results and Program Fraud Audits to federal, state, and local government. See Section 1.2 of this response for representative examples of ASD's program results and program fraud audit past performance.

❖ 3 Summary

With over 40 years of successful Florida government contracting experience including over 6 years of performance auditing experience, ASD has the project experience, full range of capabilities and qualifications, and proven approaches to meet all contract requirements and to deliver excellence in the two Financial and Performance Auditing service areas that we have elected to respond to: Economy and Efficiency Audits and Program Results and Program Fraud Audits. ASD understands the many important missions of government in the State of Florida and we are fully committed to supporting these missions. We are a low-risk, high-achieving, responsive and service-oriented choice for delivering management



consulting services. Under the resulting contract from this RFP, we will efficiently and effectively support Florida government agencies and their goals. Our objective is to foster successful outcomes for our customers. We look forward to delivering additional Performance Auditing services for the State of Florida.



Appendix A – Resumes

In Appendix A, we provide excerpted resumes for some of the personnel currently available to support Florida government under this contract. Some of these resumes also provide information about the personnel assigned to facilitate successful service delivery under the contract if awarded.

Benjamin “Terry” Williams, M.S., PMP, PMI-ACP

ASD Practice Lead

Proposed Roles on Contract: ► **Management Consulting/Performance Auditing Practice Lead**
 ► **Principal Consultant**

Summary of Background and Qualifications

Benjamin “Terry” Williams has a rich background in the areas of management/IT consulting, project management, knowledge management, and training. He has worked as a manager/consultant for 25+ years (20 years with State of Florida) and as an adjunct university instructor for 20+ years. Mr. Williams currently serves Advanced Systems Design, Inc. (ASD) as the Director of Government Services and as the Management Consulting/Performance Auditing Practice Lead. Mr. Williams also teaches graduate project management courses as an adjunct at Florida State University. Mr. Williams’ approach is integrative; he likes to bring workplace approaches to training and theoretical approaches to the workplace. In addition to management and training/teaching positions, Mr. Williams has worked as a management/IT consultant for six states in the Southeast (including 15+ State of Florida agencies) and the U.S. government.

Specialized Knowledge and Expertise

- Management Strategy Consulting
- Program and Project Management
- Program Research, Planning and Evaluations
- Studies, Analyses, Scenarios, and Reports
- Executive/Management Coaching
- Customized Training
- Policy and Regulation Assistance
- Process and Productivity Improvement
- Advisory Services
- Systems Alignment and Consolidation
- Comprehensive Grants Management
- Economy and Efficiency Audits
- Program Results Audits
- Program Fraud Audits

Project Leadership Highlights

- Project Director – Led two Team Nutrition grant impact evaluation studies (FL DOE/DOA, 2011-16)
- Project Director – Led two large child welfare improvement implementation projects (FL DCF, 2012-14)



- Project Director – Led a business process analysis project of cross-agency Medicaid fraud processes (FL AHCA, 2013)
- Project Manager – Led capital improvements quality improvement implementation project (City of Miami, 2011-12)
- Project Manager/Lead Consultant – Performed a Feasibility Analysis Study on the E911 Fee (DMS E911 Bd., 2008)
- Project Manager/Business Analyst – Financial Audit of DCF Hurricane Relief Providers (DCF, 2007)
- Lead Project Manager /Analyst – .NET ZyTax BPR Implementation for NC DOR's Fuel Tax System (NC DOR, 2005)
- Project Manager – ERP Application & Public Safety Comm. Consulting Studies (GA Columbia County, 2004-05)
- Lead Analyst/Project Leader – FL DOS/DOR SunBiz Application BPR Review for STO and EOG (STO, 2004)
- Project Leader/Lead Analyst – FL Enterprise Service Catalog and Services/SLA/MoU Development (STO, 2002-04)
- Project Manager/Analyst – FL Enterprise Data Center, Mainframe, Server, and E-Mail Consolidation (STO, 2002-04)
- Project Manager/Author – STO Enterprise Backup System Solution Procurement ITN (STO, 2001-02) (STO, 2001-02)
- Project Manager/Author – Post-911 Security Assessment & Plan for FL Enterprise Disaster Recovery (STO, 2001-02)
- Lead Analyst/Architect – IMC to STO BPR Organizational Transition and DLES Disposition (DLES, 2001-02)
- Project Lead/Lead Architect/Analyst – Florida Unemployment Claims System (FLUID) (DLES, 2000-01)
- Project Lead/Lead Analyst/Author – Legislatively Mandated Plan for Transition to Regional Centers (DLES, 1999-00)
- Lead Architect/Project Manager – Curricula Management System (CMS) and PBB/TQM Studies (FDLE, 1998-99)
- Project Leader/Application Architect/Developer – Federal Surplus Property Application (DMS, 1997)
- Senior Manager – IT Applications & Systems Support Manager (Leon County, 1996-97)
- Project Leader/Data Modeler – FL Enterprise SAMAS/FLAIR Financial System Reengineering (DB&F, 1996)
- Senior Manager – Director of FSU Center for Professional Development Operations and Services (FSU, 1994-95)
- Availability Manager/Specialist – ITIL Service Management Review of 4 FL Agencies to CIOs (IBM, 1993-94)

Selected Professional Experience

- Director of Government Services, ASD, Tallahassee, FL, 1997 – Present
- Adjunct Professor, Project Management (PM) and Organizational Communication (graduate), Florida State University (FSU), 2012 - 2020



- Adjunct Professor, Agile PM (undergraduate), University of Maryland University College, 2003 - 2015
- PM Tutor, Information Systems Management (ISM) (graduate), FSU, 2005 - 2008
- Adjunct Instructor, CIT and English (undergraduate), Tallahassee Community College, 2003 - 2004
- Adjunct Instructor, ISM (undergraduate), FSU, 2002
- Adjunct Instructor, Information Technology Management (ITM) (undergraduate), 1999-2001 Keiser University, 1999 - 2001
- IT Applications and Systems Support Manager (Senior Management), Leon County Management Information Systems (MIS) Department, Tallahassee, FL, 1996 - 1997
- IT and Process Consultant, ComSys/Metamor/CoreStaff/Cutler-Williams (company name changes - currently named Ciber), Tallahassee, FL and Charlotte, NC 1995 - 1996
- Director of Computer Operations and Training (Senior Management), FSU Center for Professional Development (CPD), Tallahassee, FL 1994 - 1995
- IS Availability Manager, IS Support Specialist, Operational Support Specialist, Systems Engineer, and Programmer International Business Machines (IBM), Tallahassee, FL; Dearborn/Southfield, MI; Atlanta, GA, 1987 – 1994

Education

- Ph.D. (ABD) Nova Southeastern University; Ft. Lauderdale, FL 2007-2014
 - Major: Information Systems (IS)
 - Coursework Focus: Development, Knowledge Management, Project Management, Security/Privacy, Dissertation (in progress): "Project Management Misreporting: A Mixed Methods Study"
 - Honors: GPA: 3.9, Upsilon Pi Epsilon (UPE)
- M.S. Georgia State University; Atlanta, GA 1987-1989
 - Major: Computer Information Systems (CIS)
 - Coursework Focus: Systems Analysis and Design, Strategic Information Systems, Networking
 - Honors: GPA: 4.0, Graduation with High Honors, Nominated for top business student award
- B.S. University of Maryland, University College (UMUC) (European Division); Heidelberg, Germany 1984-1985
 - Major: Business & Management, Minor: Computer Information Systems (Graduation with High Honors)
- M.A. West Georgia University; Carrollton, GA 1977-1979
 - Major: Psychology (Graduation with High Honors)
- M.A. West Georgia University; Carrollton, GA 1976-1977
 - Major: English (Creative Writing) (Graduation with High Honors)
- B.A. West Georgia University; Carrollton, GA 1970-1975
 - Major: Political Science, Philosophy (Graduation with Honors)
- Foreign language & culture studies at Munich, Paris, Mainz, Frankfurt, Lund, and Uppsala universities 1975-1985



Certifications/Professional Affiliations

- PMI-ACP (2011)
- ITIL Service Management Foundations Certification (2007)
- Project Management Professional (PMP) (2003)
- Microsoft Certified Systems Engineer + Internet (MCSE + I) (2001)
- Certified Novell Engineer 5, 4, 3 (CNE) (1999, 1996, 1993)
- Master Certified Novell Engineer (MCNE) (1995)
- Microsoft Certified Solution Developer (MCSD) (1997)
- Certified IBM IS Availability Specialist (ISAS) (1993)

Awards

- ASD/STO - Davis Quality Award as Project Manager of FL STO Mainframe Consolidation
- IBM - Capital Trading Area General Manager's Award
- IBM - Area 4 Six Sigma Quality Management Awards
- IBM - Special Achievement Award for Development of a Helpdesk Expert System Application for Ford Motor



William J. “Bill” Thompson, CPA

ASD Chief Financial Officer

Proposed Role on Contract: Principal Consultant

Summary of Background and Qualifications

Bill Thompson is a seasoned management consultant, program auditor, and process and productivity improvement specialist. As the Chief Financial Officer of Advanced Systems Design, Inc. (ASD), Mr. Thompson directs all ASD financial affairs including daily accounting functions, internal control monitoring and modification, projections, and preparation of financial statements. In addition to his work at ASD, Mr. Thompson has served as a management consultant and auditor, performing economy and efficiency audits, and program results and fraud audits across several industries. He has delivered on-site evaluation of impaired companies and performed various accounting functions including forensic accounting and business monitoring. Mr. Thompson has testified as an expert witness on behalf of the Florida Department of Financial Services. In addition, he has provided support for various civil and criminal complaints and negotiated settlements. Areas of expertise include state government policies and regulations; the insurance industry; financial management, analysis, and projections; strategic planning; litigation support; expert witness testimony; and forensic accounting and auditing.

Specialized Knowledge and Expertise

- Management Strategy Consulting
- Studies, Analyses, Scenarios, and Reports
- Executive/Management Coaching
- Policy and Regulation Assistance
- Process and Productivity Improvement
- Expert Witness Services
- Advisory Services
- Economy and Efficiency Audits
- Program Results Audits
- Program Fraud Audits

Selected Professional Experience

Chief Financial Officer and Principal Consultant, ASD, Tallahassee, FL, 2018 – Present

Responsible for all financial affairs of the organization including, but not limited to, daily accounting functions, internal control monitoring and modification, projections, business development, preparation of all monthly and annual financial statements. Serves as expert witness and performs management consulting, strategic advisement, and auditing services for Florida government clients as needed.

Management Consultant, Tallahassee, FL, 2010 – 2018

Provided management consulting services to insurance and non-insurance entities.

Chief Financial Officer/Director, Hillcrest Insurance Company, Gainesville, FL, 2006 – 2010

Responsible for all financial affairs of the organization including, but not limited to, daily accounting functions, bond investment management, Board presentations, preparation and maintenance of budgets and projections and preparation of all quarterly and annual financial statements.



Management Consultant to the Florida Department of Financial Services Division of Rehabilitation and Liquidation, Tallahassee, FL, 2001 – 2007

Provided management consulting services to the Florida Department of Financial Services Division of Rehabilitation and Liquidation with on-site evaluation of impaired companies. Performed various accounting functions including forensic accounting and business monitoring. Also, testified as an expert witness on behalf of the Florida Department of Financial Services. In addition, provided support for various civil and criminal complaints and negotiated settlements.

Chief Financial Officer, Gulf Atlantic Holding Company, Tallahassee, FL 1997 – 2000

Responsible for all financial affairs of the organization including Board presentations, review of potential business opportunities, quarterly and annual financial statement reporting and directing all investment and accounting activities. Instrumental in the sale of an insurance company and the merger of another. Identified fraudulent transactions in the premium finance company and obtained complete retribution from the outside company. Negotiated a premium assignment contract in order to receive ongoing revenues after the discontinuance of the premium finance operations. Reorganized the accounting functions and internal controls based upon the elimination of companies.

Controller, Gulf Atlantic Holding Company, Tallahassee, FL, 1995 – 1997

Prepared, reviewed and coordinated the preparation of quarterly financial statements for seven companies, including four insurance companies. Daily functions included the monitoring of a wholly owned premium finance company, implementation of new accounting and software systems and supervision and training of an accounting staff of five.

Selected Auditing Services

- Audit Manager, GRENADIER, APPLEBY, COLLINS & CO., Jacksonville, FL 1990-1991
- Supervising Senior Auditor, KPMG PEAT MARWICK, Philadelphia, PA 1983-1989

Education

B.S., Business Administration, Magna Cum Laude, Widener University, Chester, PA

Certifications/Professional Affiliations

Certified Public Accountant, Florida



Tracy (Tray) Williams, B.S., CSM, PMP, PMI-ACP

ASD Vice President

Proposed Role on Contract: Senior Consultant

Summary of Qualifications

Tray Williams is a performance-driven professional with extensive Florida government experience and expert-level business and technical capabilities. With competencies across the breadth of management consulting, Mr. Williams demonstrates particular strengths in organizational strategy, program management, and strategic operations geared toward creating efficiencies, reducing expenses, and maximizing value. In his work as a solutions architect and management consultant, Mr. Williams applies his 24+ years of experience in business analysis, software development, project management, and program management to deliver quality services of high value to government. He is a Project Management Professional (PMP), Agile Certified Practitioner (PMI-ACP), and Certified Scrum Master (CSM) with extensive knowledge leading and mentoring teams. He is an in-demand trainer and Agile coach with 20 years of experience providing trainings to federal and state government agencies as well as Fortune 500 companies. Mr. Williams specializes in information technology and business modernization efforts, skillfully offering analysis, strategies, and project management to optimize complex systems and processes with maximum efficiency and cost-effectiveness.

Specialized Knowledge and Experience

- Management Strategy Consulting
- Program and Project Management
- Executive/Management Coaching
- Customized Training
- Process and Productivity Improvement
- Advisory Services
- Systems Alignment and Consolidation

Selected Professional Experience

Vice President and Federal and State Government Consultant, ASD, 2013 – Present

Manages all IT programs and program management personnel at Federal entities including the Centers for Disease Control and Prevention (CDC), U.S. Department of Veterans Affairs (VA), and the Defense Health Agency (DHA). Managed all programs and program management personnel at State and Local government entities in Florida (FL), Alabama (AL), and Mississippi. Provides management strategy consulting and systems and process advisory services to a wide range of government clients and corporate partners. Established a program responsible for the design and development of a proprietary health surveillance system enabling 13 state health departments to gather and report on health surveillance data to the CDC. Served as Agile coach, trainer, and consultant for multiple enterprises including ASD, Booz Allen Hamilton, VA, FL Department of Health, AL Department of Corrections, FL Department of Highway Safety and Motor Vehicles, and AL Department of Conservation and Natural Resources.



Regional Branch Manager, ASD, 2012 – 2013

Provided oversight on all technical projects and business for the states of Florida, Georgia, Alabama, and Mississippi. Worked closely with Florida government agencies including Florida Department of Health, Florida Department of Corrections, Florida Department of Children and Families, Florida Department of Transportation, and more than ten additional Florida government offices. Developed strategies designed to stabilize and increase operational capabilities. Served as a principal consultant and strategic advisor for select management consulting efforts and coach/trainer for multiple government agencies.

Project Manager/Software Architect at Florida Department of Health, ASD, 2007 – 2012

Worked with a team to develop and maintain applications supported by the Division of IT, Bureau of Preparedness and Response and Bureau of Revenue Management in the FL Department of Health. Managed multiple applications and software teams. Mentored developers on best practices in designing and implementing enterprise software applications. Developed an Agile process utilizing Scrum and Kanban for the Enterprise Application Services team. Developed curriculum and provided training for Scrum project management courses attended by DOH staff and other state agencies. Served as an Agile coach for multiple divisions. Projects included the Schedule C Automated Reimbursement Systems (SCARS), Budget Narrative Template Project (BNTTP), and After Action Report and Improvement Plans System (AARIP) and Reconciliation System.

Senior Programmer/Analyst supporting various State of Florida Departments and Agencies as well as internal efforts, Infinity Software Development, Inc., 1996 – 2007

Worked across multiple roles over 11 years and eight organizations as a Software Developer, Business Analyst, Project Lead, Quality Assurance Tester, Project Manager (PM), Personnel Manager, and Architect. Responsible for managing and mentoring multiple cross-functional project teams. Responsible for successful execution of projects and growth of State business portfolio. Supported organizations included Infinity Software, Florida Center for Reading Research, Florida Bankers Association, Florida Department of Education, Florida Department of Agriculture and Consumer Services, Florida Department of Community Affairs, Florida Credit Union League, and Florida Office of the Attorney General.

Education

B.S., Information Technology Management, Magna Cum Laude, Keiser University

Certifications/Professional Affiliations

- Project Management Professional (PMP), Project Management Institute, License 527408
- Certified Scrum Master (CRM), Scrum Alliance, License 146620
- Agile Certified Practitioner (PMI-ACP), Project Management Institute, License 2177341
- Founding board member of the Florida Technology Council



J.D. “Jay” Rayburn, II, APR, CPRC, Ph.D., Fellow PRSA

ASD Consultant: Communications, Strategy, and Management

Proposed Role on Contract: Senior Consultant

Summary of Qualifications

Dr. Jay Rayburn is a management consultant and program auditor who has provided research, strategic planning, crisis management, and related communications services to a wide range of clientele. Dr. Rayburn is an Associate Professor at Florida State University where he serves as Director of the Communication Research Center in the College of Communication and Information, and is a former Division Director for Advertising, Public Relations, and Integrated Marketing Communication in the School of Communication. He has served as a manuscript reviewer for Mass Communication and Society, Communications Research, Journal of Broadcasting and Electronic Media and Journalism Monographs, and on editorial review panels for Random House, Wadsworth Publishing and Gilford Publishing. Dr. Rayburn is a past state president of the Florida Public Relations Association (FPRA), a former chairman of the North American Public Relations Council, the Founding Chairman of FPRA's Counselors' Network, a past co-chair of the Universal Accreditation Board (UAB), and an active member of the Public Relations Society of America. He holds the designation Accredited in Public Relations (APR) from the UAB, and the Certified Public Relations Counselor (CPRC) credential from FPRA. A long-time leader among those who believe that communications programming should be based on the results of sound research, Dr. Rayburn has been a pioneer in the development of communications research methodologies and strategies. In addition to his own research, teaching and writing about this subject, he is a regular presenter for the Public Relations Society of America, the Florida Public Relations Association, and other professional organizations. Previously he was a member of the professional development faculty of PRSA where he regularly conducted seminars on employee communication. In addition to communication research, his areas of specialization include communications effectiveness studies (communication audits), employee communications, and strategic communication planning.

Specialized Knowledge and Experience

- Management Strategy Consulting
- Program and Project Management
- Program Research, Planning and Evaluations
- Studies, Analyses, Scenarios, and Reports
- Executive/Management Coaching
- Customized Training
- Policy and Regulation Assistance
- Process and Productivity Improvement
- Expert Witness Services
- Advisory Services
- Comprehensive Grants Management
- Program Results Audits

Select Professional Experience

- Professor, College of Communication and Information, Florida State University, 1988 - Present
- Director, Communication Research Center, College of Communication and Information, Florida State University, 2005 - Present



- Assistant Professor, Department of Communication, University of Miami (FL), 1984 - 1985
- Assistant Professor, School of Journalism, University of Kentucky, 1977 - 1984

Education

Ph.D., Mass Communication, Florida State University, 1977

M.S., Broadcasting, Murray State University, 1973

B.S., Political Science and Speech, Murray State University, 1970

Certifications/Professional Affiliations

- Accredited in Public Relations (APR)--PRSA
- Certified Public Relations Consultant (CPRC)--FPRA
- Public Relations Society of America (PRSA)
- Florida Public Relations Association (FPRA)
- Omicron Delta Kappa (ODK)

Select Publications

"Measuring the Effectiveness of a Public Relations Based Education Campaign in Florida" (2003), American Association of Public Opinion Researchers, St. Petersburg, FL.

Understanding your Publics: How to Conduct a Communication Audit," (2002), Public Relations Society of America, J.D Rayburn, Peter H. Hollister, Patricia Trubow, and Judith Bogart.

"Building a Comprehensive Communications Program from the Ground Up," (2002), Public Relations Society of America, J.D. Rayburn, David Rockland and James Arnold.

"Surveying your Publics," (1998), Public Relations Society of America, J.D. Rayburn

"Survey Research on a Shoestring Budget," (1996), Public Relations Society of America, J.D. Rayburn

"Focusing on Focus Groups," (1995), Public Relations Society of America, J.D. Rayburn

"The Impact of Electronic Mail on the Legislative Process of the Florida House of Representatives." (1990), International Communication Association, Christopher Sullivan and J.D. Rayburn, II,

Awards

- Outstanding Professor, School of Communication, 2011 (student chosen award)
- Lifetime Achievement in Public Relations, College of Communication, University of Kentucky, 2007
- Circle of Gold, Florida State University Alumni Association, 2007
- Past President's Award for Continuing Contribution to the Florida Public Relations Association, Florida Public Relations Association, 2006
- Stanley Tait Award, Capital Chapter, Florida Public Relations Association University Teaching Award, Florida State University, 1999-2000



Gary Heald, Ph.D.

ASD Consultant: Program Evaluation and Research

Proposed Role on Contract: Senior Consultant

Summary of Qualifications

Dr. Gary Heald is a management consultant, researcher, and program investigator specializing in health communication, computer applications, quantitative analysis, and statistical methods. He is an award-winning educator and communications strategy expert. He has served as the Associate Dean for Academic Affairs at the College of Communication and Information as well as a tenured professor of Communication at Florida State University (FSU). He also served as a co-principal investigator/research associate at the FSU Learning Systems Institute and as Vice President of Research, Director of Market and Opinion Research, and a Senior Analyst at the prestigious MGT Consulting Group of America. Dr. Heald served as a contributor to a plethora of noted publications and as a technical consultant, principal and co-principal investigator providing in-depth research, studies, analysis, and reports on numerous funded research projects. A frequent conference presenter and guest lecturer, Dr. Heald was recognized as one of the most inspiring and supportive communication professors during his over 35-year tenure at FSU.

Specialized Knowledge and Experience

- | | |
|--|--|
| ▪ Management Strategy Consulting | ▪ Process and Productivity Improvement |
| ▪ Program Research, Planning and Evaluations | ▪ Expert Witness Services |
| ▪ Studies, Analyses, Scenarios, and Reports | ▪ Advisory Services |
| ▪ Executive/Management Coaching | ▪ Comprehensive Grants Management |
| ▪ Customized Training | ▪ Economy and Efficiency Audits |
| ▪ Policy and Regulation Assistance | ▪ Program Results Audits |

Select Professional Experience

- Associate Dean for Academic Affairs, College of Communication and Information, Florida State University
- Professor, Department of Communication, Florida State University, 1994
- Interim Dean, College of Communication, Florida State University, 2009
- Associate Dean, College of Communication, Florida State University, 1993 – 2009
- Assistant Dean, College of Communication, Florida State University, 1991 – 1993
- Director, Communication Research Center, Florida State University, 1988 – 1991
- Associate Professor, Department of Communication, Florida State University, 1986 – 1994
- Co-Principal Investigator - Research Associate, Florida State University Learning Systems Institute, 1981 – 1987
- Associate Professor, Department of Communication, Florida State University, 1984 – 1986
- Vice President of Research, MGT/Market Research, Inc., 1983 – 1984
- Director of Market and Opinion Research, MGT of America, Inc., 1982 – 1984



- Senior Analyst, MGT of America, Inc., 1980 - 1981
- Assistant Professor, Department of Communication, Florida State University, 1976 – 1980 and 1984 – 1985
- Lecturer, Communication Workshops, Agency for International Development, 1975 – 1976

Education

Ph.D., Communication, Michigan State University, 1977

M.A., Communication, Michigan State University, 1973

B.A., Government, Texas Tech University, 1970

Certifications/Professional Affiliations

- International Communication Association
- World Communication Association
- Broadcast Education Association
- Southern States Communication Association
- Honor Society of Phi Kappa Phi

Select Publications

- Jung, T., Heald, G. R. (2009). The effects of discriminate message interventions on behavioral intentions to engage in physical activities. *Journal of American College Health*. (57 (5): 527 – 535)
- LaPointe, L. L., Heald, G. R., Stierwalt, J.A.G., Kemker, B.E., and Maurice, T. (2007). Effects of auditory distraction on cognitive processing of young adults. *Journal of Attention Disorders*. (10 (4): 398 – 409)
- Adams, Jonathan, DeFleur, Margaret H., Heald, G.R. (2007). The acceptability of credentials used online for obtaining employment in the health care professions. *Communication Education*. (56 (3): 292 – 307)
- Montgomery, Daniel J., Pincus, Laura B., and Heald, Gary R., "Privacy: Legal and Ethical Considerations," in *Handbook of Organizational Consultation* (2nd), Robert T. Golembiewski (ed.), Marcel Dekker, New York (2000: 799-805)
- Montgomery, Daniel J., and Heald, Gary R., "Ethical Consulting: Risk as a Function of State, Role and Activity," in *Responsible communication: Ethical issues in business, industry and the professions*, J. A. Jaska and M. S. Pritchard (eds.), Hampton Press, New Jersey (1996: 377-388)
- Heald, Gary R. and Theodore Clevenger, Jr., *Judicial communication. Videotapes and instructional materials published by the Florida State Courts Administrator* (1982)

Select Funded Research Projects/Reports

- Technical Consultant (Pending). Effects of Cognitive-linguistic Load and Pharmacologic Intervention on Gait, Posture, Balance and Speech. Pending funding by Cephalon Pharmaceutical Co. (Lapoint and Maitland, Co-Principal Investigators).
- Principal Investigator (2005). Concepts, Issues, and Themes for Education and Communication Strategies to Prevent Obesity Among North Florida Adolescents. Project funded by the Florida



Department of Health, Diabetes Prevention and Control Program, Bureau of Chronic Disease Prevention and Health Promotion.

- Co-principal Investigator (2005). Assessment of the Health Needs of the Maternal and Child Populations in Florida. Project funded by the Florida Department of Health, Bureau of Family and Community Health.
- Co-principal Investigator (2003 – 2004). Health-related Attitudes, Behaviors, Motivations, and Knowledge Associated with Medical Care and Lifestyle Among Persons at Risk of Diabetes or Diagnosed with Diabetes. Project funded by the Florida Department of Health, Diabetes Prevention and Control Program, Bureau of Chronic Disease Prevention and Health Promotion.
- Principal Investigator and Technical Consultant (1990 – 2004). Tallahassee Memorial Hospital, Ongoing projects, including the “Pursuing Perfection” Program; morbidity and mortality analyses; patient, employee and physician satisfaction studies, hospital performance indicators, and special projects.
- Co-principal Investigator (2001). Florida Anti-tobacco Media Campaign Evaluation – 36-month Assessment, Florida Tobacco Control Program, Project funded by the University of Miami School of Medicine and the Florida Department of Health.
- Co-principal Investigator (2001). Florida Anti-tobacco Media Campaign Evaluation – Follow-up (Panel) Survey, Florida Tobacco Control Program, Project funded by the University of Miami School of Medicine and the Florida Department of Health.
- Co-principal Investigator (2000). Florida Anti-tobacco Media Campaign Evaluation – 30-month Assessment, Florida Tobacco Control Program, Project funded by the University of Miami School of Medicine and the Florida Department of Health.
- Co-principal Investigator (2000). Florida Anti-tobacco Media Campaign Evaluation – 24-month Assessment, Florida Tobacco Control Program, Project funded by the University of Miami School of Medicine and the Florida Department of Health.
- Co-principal Investigator (2000). Florida Anti-tobacco Media Campaign Evaluation – Follow-up (Panel) Survey, Florida Tobacco Pilot Program, Project funded by the University of Miami School of Medicine and the Florida Department of Health.

Awards

- Top Faculty Paper Award—Minorities and Communication Division, Association for Education in Journalism and Mass Communication, Boston (2009)
- Florida State University Teaching Award (1999)
- Fulbright Scholar Award (1991)



Carolyn DuBard, Ph.D.

ASD Consultant: Statistics, Auditing, and Analysis

Proposed Role on Contract: Senior Consultant

Summary of Qualifications

Dr. Carolyn DuBard is a senior-level statistician with over thirty years of experience in data sampling, quality control, forecasting, regression analysis, and program evaluation. Her experience includes developing forecasting systems for Legislative Estimating Conferences, developing sampling plans, developing quality control systems for financial/performance audits, developing and coordinating program audit plans and strategies and auditing school enrollment reporting on 2.5 million students. Dr. DuBard's recommendations and forecasts have influenced financial decisions involving billions of dollars annually for programs including the Florida Educational Finance Program which provides general fund operating dollars for K-12 public education and the Voluntary Prekindergarten Program.

Specialized Knowledge and Experience

- Management Strategy Consulting
- Program Research, Planning and Evaluations
- Studies, Analyses, Scenarios, and Reports
- Customized Training
- Policy and Regulation Assistance
- Process and Productivity Improvement
- Expert Witness Services
- Advisory Services
- Comprehensive Grants Management
- Economy and Efficiency Audits
- Program Results Audits
- Program Fraud Audits

Select Professional Experience

- Statistician, Florida Legislature, Office of Economic & Demographic Research, Tallahassee, FL, 1999 – 2019
- Program Specialist, Florida Department of Education, Tallahassee, FL, 1979 – 1999
- Statistician, Florida Department of Labor, Tallahassee, FL, 1978 – 1979
- Program Specialist, Florida Department of Education, Tallahassee, FL, 1977 – 1978
- Teacher, Leon County Public Schools, Tallahassee, FL, 1971 – 1975
- Teacher, Okaloosa County Public Schools, City, FL, 1969 – 1971

Education

Ph.D., Educational Research, Florida State University, 1997

M.S., Statistics, Florida State University, 1976

B.S., Biology, University of West Florida, 1969



John Adams, M.S., Certified Program Evaluator (CPE)
ASD Senior Vice President and Chief Operations Officer

Proposed Roles on Contract: ▶ **Executive Oversight**
▶ **Principal Consultant**

Summary of Qualifications

John Adams is a Certified Program Evaluator (CPE) and Vice President and Chief Operations Officer at Advanced Systems Design, Inc. (ASD). He manages the performance of internal programs and external service delivery of consulting services to ASD customers. He leads and directs: internal program evaluations; internal audits; corporate processes; administration management of the corporation; management support of staff in Florida, Alabama, Georgia, and Mississippi; contract negotiations for strategic planning, project management; business analysis and software development projects; performance of process consulting contracts; and project managers delivering services to a wide client base of state government agencies. Prior to his employment with ASD, Mr. Adams served in the United States Air Force as a Lieutenant Colonel. During his service, Mr. Adams held a variety of leadership and management positions including commanding operational squadrons and crews; training and coaching across multiple disciplines, and serving in key management and advisory positions in Washington D.C. at The Pentagon.

Specialized Knowledge and Experience

- Management Strategy Consulting
- Program and Project Management
- Program Research, Planning and Evaluations
- Studies, Analyses, Scenarios, and Reports
- Executive/Management Coaching
- Customized Training
- Policy and Regulation Assistance
- Process and Productivity Improvement
- Expert Witness Services
- Advisory Services
- Systems Alignment and Consolidation
- Comprehensive Grants Management
- Economy and Efficiency Audits
- Program Results Audits
- Program Fraud Audits

Select Professional Experience

Senior Vice President and Principal Program Auditor and Management Consultant, ASD, 2005 – Present

Actively manages the performance of internal programs and external service delivery of consulting services to clients. Responsible for the following senior management duties: internal program evaluation; internal audits; corporate processes; administration management of the corporation; management support of staff in Florida, Alabama, Georgia, and Mississippi; contract negotiations for strategic planning, project management; business analysis and software development projects; and supervision of project managers delivering services to a wide client base of state government agencies



Vice President and Senior Strategist and Consultant, ASD, 1999 – 2004

Was responsible for all support functions, including Accounting, Internal Auditing, Human Resources, Administration, and Legal Services. Provided daily supervision of accounting staff with annual gross revenues up to \$15 million and annual payroll in excess of \$10 million. Served as final authority for all HR policies, benefits, and personnel issues. Supervised all administrative personnel. Liaison with outside legal counsel on all contract and litigation issues. Was responsible for all management, operations, personnel, sales and services, for our contracts in Alabama. Negotiated contracts with agencies of Alabama State government and with the City of Birmingham.

Lieutenant Colonel, United States Air Force, 1968 – 1994

Numerous Assignments in Operations, Intelligence, and Planning. Experience included:

- Commander of an operational squadron conducting missile testing, Tyndall Air Force Base, Panama City, Florida.
- Program Manager with a \$500 million annual budget, The Pentagon, Washington D.C.
- Planning Officer, Desert Storm, The Pentagon, Washington D.C.
- Chief of Counter-Narcotics for the US Air Force, The Pentagon, Washington DC.
- Director of Operations for an aircrew training squadron, Tinker Air Force Base, Oklahoma City, Oklahoma.
 - Supervised 60 instructors, 20 support personnel and over 400 students.
 - Responsible for curriculum development as well as academic and flying instruction.
- Commander of an operational crew performing airborne surveillance missions worldwide.
- North American Air Defense Command (NORAD) officer at various radar facilities.
- Intelligence specialist performing Top Secret data collection and analysis.

Education

M.S., Public Administration, Troy University, 1979

B.S., Criminal Justice, University of Nebraska, 1973

Certifications/Professional Affiliations

Certified Program Evaluator (CPE), 2009.

Graduate of various military schools and courses, including:

- Total Quality Management (TQM) training programs in Virginia and Florida
- National Counter-Narcotics Institute, San Luis Obispo, CA
- Armed Forces Staff College, Norfolk, Virginia
- Instructional Systems Development Training, Oklahoma City, OK
- Aircrew Training, Tinker Air Force Base, Oklahoma City, OK
- Armed Forces Intelligence Training Center, Denver, CO



John DuBard, Ph.D.

ASD President and Chief Executive Officer

Proposed Roles on Contract: ▶ Executive Oversight
▶ Principal Consultant

Summary of Qualifications

Dr. John DuBard, PMP, is the founder, President and Chief Executive Officer of Advanced Systems Design, Inc. (ASD), an award-winning management consulting and information technology services provider for Florida Government, as well as for federal, other state, and local governments. Dr. DuBard is also the founder of the Florida State University (FSU) Project Management Center, and he designed and developed the FSU Graduate Certificate in Project Management. In association with this work, Dr. DuBard continues to develop and teach graduate courses in Project Management, Advanced Project Management, and Research Methods (Statistics) at FSU. Dr. DuBard's professional experience includes past service as a project manager at a Florida government agency. He continues to be closely involved in overseeing and advising on ASD's Florida government projects, offering his expertise and strategic guidance to ensure high-quality solutions and service delivery excellence.

Specialized Knowledge and Experience

- Management Strategy Consulting
- Program and Project Management
- Program Research, Planning and Evaluations
- Studies, Analyses, Scenarios, and Reports
- Executive/Management Coaching
- Customized Training
- Policy and Regulation Assistance
- Process and Productivity Improvement
- Expert Witness Services
- Advisory Services
- Systems Alignment and Consolidation
- Comprehensive Grants Management
- Economy and Efficiency Audits
- Program Results Audits
- Program Fraud Audits

Select Professional Experience

Founder, President, and Chief Executive Officer, Advanced Systems Design, Inc. (ASD), 1979 – Present

Managed the development of this information technology consulting firm from one employee to a 100-employee company with yearly revenues averaging approximately \$10 million over the last 10 years. Directly responsible for numerous multi-year, multi-million dollar contracts and served directly as senior manager supervising functional managers, program manager, and project manager. Project manager assignments included \$1M+ projects for process management, software development, networking, consulting, and procurement management. Currently directly responsible for oversight of corporate operations, marketing/sales, human resource management, strategic planning, process management, and strategic projects.



Founder and Director, Project Management Center, College of Communication, Florida State University (FSU), 2006 – Present

Founded the Center with the Dean's sponsorship and continue to lead the Center's activities promoting excellence in project management education, scholarship, and practice.

Associate Scholar/Scientist, College of Communication, FSU, 2002 – Present

Continue to develop and teach graduate courses in Project Management (COMM 5450), Advanced Project Management (COMM 5451), and Research Methods (Statistics) (COMM 5312).

Adjunct Professor, School of Business, FSU

Taught Research Methods (Statistics)

Computer Project Manager, Florida Department of Transportation, Tallahassee, FL

Responsible for the analysis, design and implementation of large, sophisticated mainframe database systems. Managed and trained computer systems supervisors and analysts in software development.

Computer Systems Programmer, Florida Department of Labor, Tallahassee, FL

Responsible for the installation and maintenance of the mainframe operating system plus maintenance of the statewide telecommunications network.

Engineering Analyst—Captain, United States Air Force Officer

Responsible for the analysis of numerous research and development projects that included radar and computer components. Provided office liaison with the Mathematics Lab.

Education

Ph.D., Communication with an emphasis in Systems Theory and Organizational Innovation, Minor in Mathematics, Florida State University, 1993

B.A., Mathematics, Minors in Psychology, Music and Speech, University of Mississippi, 1966

Certifications/Professional Affiliations

Project Management Professional Certification (PMP)

Awards

- Microsoft Web Public Service Award
- Inc. Magazine – Inc. 500 List of fastest growing privately held U.S. companies
- Florida 100 Company
- Entrepreneurial Excellence Award from the Jim Moran Institute of Florida State University
- Wall Street Journal Top 20 Florida Growth Firms

Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

Advanced Systems Design, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

***** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY *****

Contract Name:	Financial and Performance Audits		
Contract Number:	84111600-20-1		
Contractor Name:	Advanced Systems Design		
FEIN:	59-1923316	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.asd-web.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Meagan Knight			
Email:	meagan.knight@asd-web.com			
Phone:	850-385-5129	ext.	111	
Address:	2120 Killarney Way			
City:	Tallahassee			
State:	FL			
ZIP:	32309	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Meagan Knight			
Email:	meagan.knight@asd-web.com			
Phone:	850-385-5129	ext.	111	
Address:	21120 Killarney Way			
City:	Tallahassee			
State:	FL			
ZIP:	32309	+4:		

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

Contract Attachment F No Offshoring

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

Respondent Name: Advanced Systems Design, Inc.

Respondent Federal Employer Identification Number (FEIN #): 59-1923316

Authorized Signature:



Print Name:

JOHN DOBARI

Title: President

Date: 06/08/2020

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise	Yes _____	No _____
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W-9 verification:	Yes _____	No _____
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In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
