



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **BERRY, DUNN, MCNEIL & PARKER LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

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

II. Renewal Term.

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

III. Contract.

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

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

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

IV. Statement of Work.

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

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

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

b) Pricing.

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

c) Job Titles and Duties.

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

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

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

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

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

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

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

d) Anticipated Preferences.

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

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

e) Services.

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

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

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

f) Request for Quote(s) Requirement.

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

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

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

2. Minimum Number of RFQs Sent by Customer.

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

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

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

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

g) Department- Specific Financial Consequences.

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

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

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

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

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

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

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

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

j) Business Days.

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

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

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

k) Routine Communications.

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

l) Contract Reporting.

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

1. MFMP Transaction Fee Report.

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

2. Contract Quarterly Sales Reports.

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

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

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

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

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

3. Diversity Report.

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

4. Ad-hoc Report.

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

m) Business Review Meetings.

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

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

n) Price Adjustments.

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

o) Contract Transition.

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

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

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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.

**BERRY, DUNN, MCNEIL & PARKER LLC STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:
Charles Leadbetter

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Charles Leadbetter
Principal

2/17/2021 | 11:17 AM EST

Date: _____

DocuSigned by:
Tami Fillyaw

8914592211104A3...
Tami Fillyaw
Chief of Staff

2/18/2021 | 3:31 PM EST

Date: _____

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

Respondent Name

Berry Dunn McNeil & Parker, LLC

INSTRUCTIONS

The Respondent may respond to one or both Service Categories. **The Respondent is not required to respond to both Service Categories.** However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.

For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. **The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.** The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.

Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.

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

Provide pricing in dollar amounts; amounts may include cents (e.g. \$0.05), but cannot include fractions of cents (e.g. \$0.005).

Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services

JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant	\$285.00	\$295.00
Senior Consultant	\$260.00	\$270.00
Consultant	\$210.00	\$220.00
Junior Consultant	\$165.00	\$175.00
Program and Administrative Support	\$60.00	\$65.00

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.



perspective
GAINED

PROPOSAL FOR
**Florida Department of Management
Services**
To provide
Management Consulting Services

BerryDunn
100 Middle Street, Portland, ME 04101
207-541-2200

Charles K. Leadbetter, Principal
cleadbetter@berrydunn.com

Proposal Submitted On:
June 9 before 1:00 p.m. in response to
RFP #06-80101500-J



June 9, 2020

Mr. Joel Atkinson
Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950

Dear Mr. Atkinson:

Thank you for the opportunity to submit this proposal in response to the Florida Department of Management Services (State) Request for Proposals (RFP) No: 06-80101500-J for Management Consulting Services.

Berry Dunn McNeil & Parker, LLC (BerryDunn) is an independent consulting and certified public accounting firm that serves clients nationally. Management consulting services are a core strength of our Government Consulting Group and the work we engage in every day. We have an extensive history of successfully serving government entities through similar statewide contracts, and we would welcome the opportunity to be one of the State's trusted partners.

Our approach is simple: **consistently provide high-quality services, strive for unparalleled client satisfaction, and deliver both at a reasonable cost.** You can feel confident selecting BerryDunn—we have the expertise, proven approach, and resources to offer services statewide with a broad range of talents and experience.

As the principal of our State Government Consulting Practice Area, I am authorized to bind BerryDunn to the commitments made herein. Should you have questions, please contact me at 207-541-2249 or cleadbetter@berrydunn.com.

Thank you for your consideration, and we look forward to working in collaboration with the State on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charles K. Leadbetter'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Charles K. Leadbetter
Principal

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Technical Proposal – Experience

<p>BerryDunn is able to provide the services below. Details on the projects listed in this table are on the following pages.</p>	<p>Arizona HIPAA TCS Compliance and IT Roadmap</p>	<p>Georgia Business Process Review and Redesign</p>	<p>Hawaii Organizational and Business Process Redesign</p>	<p>Idaho Assessment of Business and Operational Practices</p>	<p>Maine Expert Witness</p>	<p>West Virginia LTSS Reform Planning</p>	<p>West Virginia Project Management Services</p>
<p>Consulting on management strategy</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>		<p>(X)</p>	<p>(X)</p>
<p>Project management</p>			<p>(X)</p>				<p>(X)</p>
<p>Program research, planning, and evaluations</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>			<p>(X)</p>	<p>(X)</p>
<p>Provision of studies, analyses, scenarios, and reports</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>
<p>Executive/management coaching services</p>			<p>(X)</p>				
<p>Customized training as needed</p>			<p>(X)</p>				
<p>Assistance with policy and regulation development</p>						<p>(X)</p>	<p>(X)</p>
<p>Assistance with process and productivity improvement</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>				<p>(X)</p>
<p>Expert witness services</p>					<p>(X)</p>		
<p>Advisory and assistance services</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>	<p>(X)</p>
<p>Systems alignment and consolidation</p>	<p>(X)</p>			<p>(X)</p>			<p>(X)</p>

We have provided details below on the projects listed in the table on the previous page. We have also provided a list of recent projects to demonstrate our experience.

Arizona Department of Economic Security (ADES), Division of Developmental Disabilities (DDD) Health Insurance Portability and Accountability Act (HIPAA) Transactions and Code Sets (TCS) Compliance and IT Roadmap

Project Dates 04/2019 to 10/2019

The Arizona Department of Economic Security (ADES) Division of Developmental Disabilities (DDD) conducted a Health Insurance Portability and Accountability Act (HIPAA) Transactions and Code Sets (TCS) Compliance Project in response to the Arizona Health Care Cost Containment System (AHCCCS) Compliance Action – Notice to Cure dated January 7, 2019. AHCCCS is the authority under which DDD operates to provide the Long-Term Services and Supports (LTSS) and other services to clients. To identify the technological and operational shift necessary to achieve full compliance and alignment with HIPAA and Centers for Medicare & Medicaid Services (CMS) transactions and claim processing code sets, DDD contracted with BerryDunn to develop a long-term Information Technology (IT) Roadmap. The IT Roadmap was designed to address necessary changes to achieve compliance, with a focus on impacts to DDD operations, existing applications and support software, data, the organization, and costs.

BerryDunn's health and human services consulting team worked closely with ADES stakeholders and leadership to:

- Document the current-state business impact assessment and compliance gaps analysis for five DDD business process areas:
 - Authorizations
 - Claims submission and receipt
 - Claims adjudication
 - Claims payment
 - Encounters and reporting
- Identify compliance gaps related to use of HCPCS codes, TCS standards and formats, and National Correct Coding Initiative (NCCI) editing
- Develop 237 total requirements to address the compliance gaps driven by the objectives for the future state with consideration of constraints and assumptions
- Assess and rank four alternatives that would be able to:
 - Achieve compliance
 - Meet the requirements for a future environment
 - Replace or augment the legacy DDD FOCUS system in a scalable and flexible manner
- Develop future-state system objectives
- Identify potential internal and external constraints
- Conduct vendor solution research for compliance options
- Develop an IT Roadmap with an immediate compliance path and longer-term strategic path
- Develop a work breakdown structure for the RFP scope of work to procure a vendor to carry out the IT Roadmap

Georgia Department of Administrative Services (DOAS) State Procurement Division (SPD) Business Process Review and Redesign Project

Project Dates 06/2019 – 10/2019

BerryDunn assessed the Department of Administrative Services (DOAS) State Procurement Division's (SPD's) administrative fee and reporting process in order to help improve fee collection time frames and accuracy. We surveyed stakeholders, held fact-finding meetings to determine processes and pain points, and interviewed other best-in-class procurement organizations with similar processes. The team mapped current processes including pain points and provided a final report with recommendations for alleviating the pain points and improving the processes and systems. The DOAS SPD gained realistic and plausible recommendations for improvement in its processes.

Hawai'i Department of Human Services Med-QUEST Division (MQD) Organizational and Business Process Redesign Project

Project Dates 07/2017 to present

Med-QUEST Division (MQD) identified the need to improve the timeliness, accuracy, and efficiency of the processes performed by its Eligibility Branch, Customer Services Branch, and Health Care Outreach Branch. As a result, MQD embarked upon an organizational transformation project to optimize its client service delivery model. To assist with the effort, MQD engaged BerryDunn to perform an operational assessment of its client-facing sections and to provide—and help implement—recommendations to improve the effectiveness and efficiency of the delivery of services in a way that best leverages the capabilities of MQD's new integrated eligibility system. Together, MQD and BerryDunn are working to redesign MQD's client service processes and the supporting systems to best meet the needs of Hawai'i's residents.

Key activities include:

- Assessing the current organizational environment and operations, including performing information-gathering activities such as distributing web surveys, facilitating staff sessions, observing workflows, and researching best practices
- Identifying findings—or opportunities for improvement—across several organizational domains and providing recommendations to transform the organization
- Developing and facilitating a leadership development program for supervisors and managers and team skills training for all staff
- Redesigning business processes, including performing workflow diagramming
- Developing a training system, standards, and processes and training a core team of MQD staff to become designated trainers to train all staff on the new service delivery model and to help ensure the sustainability of the changes
- Overseeing implementation activities, such as developing an implementation plan, assisting with pilot activities, establishing key performance indicators and monitoring mechanisms, and rewriting job descriptions

Idaho State Liquor Division (ISLD) Assessment of Business and Operational Practices

Project Dates 03/2018 to 07/2018

Idaho State Liquor Division (ISLD) sought the following guidance about the best approach to modernize its core IT systems:

- Operating a wholesale and/or retail business within a government context
- Regulating while also distributing and selling alcohol
- Regulating new substances in an uncertain environment
- Keeping up with technology while managing IT risks
- Managing expectations for the new solution

Applying prior industry understanding of retail and wholesale alcoholic beverage control systems, BerryDunn conducted a current environment analysis of both business processes and technology background.

Our team travelled to Boise to conduct process and technology documentation and craft a current (as-is) report. We documented more-specific functional and technical requirements and a discussion of data migration considerations. As the requirements were completed, we began a period of industry research to determine costs and solution options for ISLD's consideration. We issued an RFI and received responses from IT system providers. Our team analyzed responses, tabulated costs, and summarized findings in a final report to the ISLD. BerryDunn presented the body of our findings to ISLD, along with recommendations for modernization, in late July 2018.

BerryDunn and ISLD worked together to:

- Define needs for a modern enterprise resource planning (ERP), warehouse management, and point-of-sale solution
- Conduct market research and develop requirements for a feature-rich, scalable solution
- Create foundation and materials for a solution RFP
- Develop a closeout report that included tailored recommendations for the RFP

Maine Office of the Public Advocate (OPA) Expert Witness

Project Dates 02/2019 to 12/2019

BerryDunn served the Office of the Public Advocate (OPA) as a subject matter expert for systems implementation and project management, providing expert witness testimony on the implementation of an ERP system. As a subject matter expert in OPA's case against the Central Maine Power (CMP) Company, the BerryDunn team analyzed CMP's requirements gathering, testing, defect and risk analysis, product release, contingency planning, and operational maintenance. We defined which documents were pertinent to the task, reviewed the provided documents, data requests, transcripts, and testimonies, and considered gaps and omissions. We provided research, documented findings, and responded to data requests to confirm or refute CMP's statements regarding its adherence to best practices and industry standards. We provided formal written testimony and verbal sworn testimony in technical conferences and hearings.

West Virginia Bureau for Medical Services (BMS) LTSS Reform Planning

Project Dates 08/2015 to 01/2016

West Virginia Bureau for Medical Services (BMS) was seeking opportunities to reduce costs and improve care for people who need LTSS. BMS engaged BerryDunn to evaluate the feasibility and impacts of implementing the Community First Choice (CFC) State Plan Option, PACE program, and LTSS provider payment reforms in West Virginia, as well as project future LTSS needs in the state.

BerryDunn provided the following services:

- Researched federal CFC and PACE program requirements and assessed them based on the state environment
- Conducted interviews with other states that have implemented CFC and PACE programs and LTSS payment reforms
- Identified claims data sets needed by mapping CFC and PACE covered services to existing procedure codes and analyzed claims to estimate projected CFC and PACE program utilization and costs
- Estimated future LTSS needs and costs based on analysis of demographic and current LTSS utilization trends
- Documented and presented findings and recommendations

West Virginia BMS Project Management Services

Project Dates 04/2008 to present

In 2008, BerryDunn was hired to provide project management for West Virginia's Medicaid Management Information System (MMIS) re-procurement and design, development, and implementation. Over the course of our engagement, BerryDunn has served as a trusted advisor and an extension of West Virginia's team by providing project management, business and technical analysis, policy analysis, and health and human services subject matter expertise to meet BMS' evolving project needs.

BerryDunn has assisted BMS with the following efforts, among others:

- Medicaid IT Architecture State Self-Assessment (2.0 and 3.0)
- Development of MMIS requirements, procurement strategy, RFP, and Implementation Advanced Planning Document
- Project management for MMIS re-procurement
- Systems planning, procurement support, and project management for Data Warehouse/Decision Support System
- Project support for the Eligibility & Enrollment Modernization project
- Project management for the MMIS 5010 upgrade
- Project management and implementation support for International Classification of Diseases-10
- Project management for West Virginia's Health IT initiatives, including eligibility expansion of the Medicaid population and coordination with the state's Health Benefit Exchange
- Affordable Care Act / healthcare reform planning, policy analysis, and implementation
- Development and implementation of a project management office (PMO)

**West Virginia BMS
Project Management Services**

- Development of rate-setting methodology for subset of the state's behavioral health services

Client	Project
American Association of Motor Vehicle Administrators	Facilitation Consulting Services
Colorado Department of Human Services	Child Care Tracking System Needs Assessment and Procurement Assistance
Colorado Division of Child Support Services	IT Governance Model and Process Assessment
Indiana Department of Corrections	Statewide Victim Notification Requirements Gathering and Business Process Analysis
Indiana Department of Health	Maternal and Child Health Data Systems Assessment and Procurement Assistance
Maine Public Employees Retirement System	Organizational Redevelopment Consulting Services
Massachusetts Department of Transportation	Time and Attendance Process Review Project
Massachusetts Executive Office of Education	Early Education Quality Rating and Improvement Systems Current and Future Business Process Analysis and Documentation
Massachusetts Office of the State Auditor	IT Roadmap and Staffing Plan
Michigan Department of Education	Early Childhood Data Governance Structure
Minnesota Information Technology Services	SWIFT Limited Upgrade Project Audit
Minnesota Management, Analysis, and Development	Accounting and Financial Management Process Review
Missouri Department of Mental Health	Electronic Medical Record System Assessment and Long-Range Information Strategy Plan
New Hampshire Department of Revenue Administration	Revenue Information Management System Business Requirements, RFP Development, System Selection Assistance, and Project Health Assessments
New Hampshire Secretary of State's Office	Stakeholder Requirements Definition Project
North Carolina Administrative Office of the Courts	e-Courts Strategic Technology Planning Project
Ohio School Employees Retirement System	IT Security Maturity Assessment and Security Program Development
Oregon Enterprise Technology Services	Integrated IT Service Management

Client	Project
Oregon State Lottery	Enterprise Change Management
Oregon State Police	Procurement Process Mapping
South Carolina Department of Health and Environmental Control	Electronic Health Record System Planning and Procurement Assistance
Vermont Department for Children and Families	Project Management and Quality Control for Vermont Family and Children Tracking System Implementation
Vermont Department of Health Laboratory	Project Management for STARLIMS Laboratory Information Management System
Washington State Department of Corrections	IT Governance Model and Process Assessment
Washington State Department of Health	Home Visiting Services Account Long-Term Data System Solution Analysis Project
West Virginia Offices of the Insurance Commissioner	Health Insurance Exchange Strategic Planning

Technical Proposal – Services

In this section of our technical proposal, we provide evidence of our ability to provide services across the State to authorized statewide contract customers. We also respond specifically to each service we are proposing to provide, with a short description of our approach and breadth of knowledge. We have provided resumes as an attachment to further demonstrate our diversity of knowledge and skillsets available to the State.

Offering Statewide Services

BerryDunn manages contract relationships carefully. We are familiar with pre-qualification and multi-award contracts, and we currently hold over 60 such contracts in 29 states (see Table 1 for a sample list of these contracts). We have more than 10 years of experience working with agencies under these types of contracts, and we have learned the importance of maintaining regular contact with the procurement manager and understanding the needs of agencies that use the contract.

Table 1: BerryDunn’s Relevant Statewide Contracts

Agency	Statewide Contracts
Arizona State Procurement Office	Organizational Assessment, Consulting, and Deployment Services Statewide Financial Auditing Services Healthcare Related Consulting Services
California Department of General Services	IT Consulting Services
Georgia Department of Administrative Services	Management Consulting
Hawaii State Procurement Office	NASPO ValuePoint Procurement of Acquisition Support Services
Maryland Department of Information Technology	Consulting and Technical Services and Contract
Massachusetts Operational Services Division	ITS-74 Project Services
Michigan Department of Technology, Management, and Budget	Financial Accounting, Integrity Oversight, and Auditing Services
Minnesota Management Analysis and Development	Specialized Consulting Services
New Mexico General Services Division	IT Professional Services
North Carolina Department of Information Technology	Security Assessment Services
Oregon Department of Administrative Services	Quality Management Services Organizational Improvement Services IT Professional Business Services

Agency	Statewide Contracts
South Carolina State Fiscal Accountability Authority	Third-Party Consulting Services
Washington Department of Enterprise Services	Strategic Business Analysis Consulting Services IT Professional Services

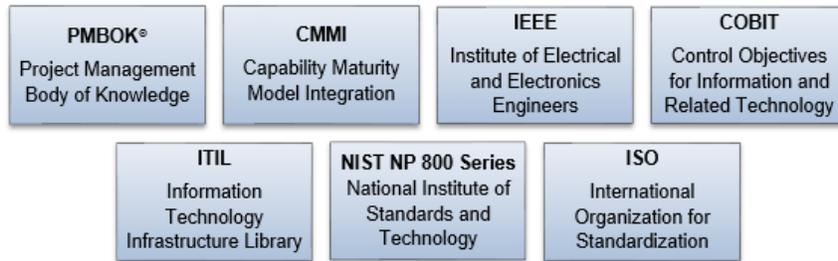
We take the quality of our work seriously, and aim to exceed clients' expectations of the value and timeliness of our communications, service delivery, and final work products. We strive to assure quality by understanding your expectations, developing a reasonable and achievable project approach, gaining your concurrence on project tasks and timing, and using appropriate staff for each engagement.

BerryDunn carefully considers the tasks, timelines, and objectives for proposed projects in order to select team members who are best qualified to provide services. Our staffing strategy offers our clients highly qualified experts with significant depth of experience leading IT assessment and audit activities of similar size and complexity. BerryDunn staff have a wide variety of relevant assessment, compliance, financial, and programmatic auditing and consulting experience with large county and metropolitan government entities.

We regularly conduct work for clients throughout the United States. We have been able to effectively bridge distance gaps by planning an appropriate amount of on-site work for the needs of the client and project and using teleconferencing and web-based project management tools. Additionally, all of our consultants are provided the necessary technology to enable them to work effectively, regardless of their location.

The State will benefit from BerryDunn's extensive consulting resources, with 200 consultants and auditors to support your project needs. You can be confident in our ability to manage and assign the right resources based on your unique needs. Our internal resource manager monitors staff allocations across all of our projects, tracks staff availability, and provides information to our management team to help identify qualified project resources. In addition, our management team members communicate regularly about staff workloads and commitments to help with effectively managing team members who are working on more than one project at any given time.

Along with knowledge from project experience and education, our team uses a structured and disciplined approach to our management consulting projects based on established standards. Figure 1 shows several of the industry standards we use to meet project needs. We take into account the nature and complexity of a client's objectives, systems, resources, and operations, while developing recommendations for improvement that are meaningful and achievable.

Figure 1: Industry Standards Used by BerryDunn

Our experience includes an in-depth knowledge of a broad range of technologies (e.g., software, hardware, and operating systems) and evaluating risk and compliance with a wide range of security and technical standards, frameworks, and regulations.

As an independent certified public accounting and consulting firm, our professional services, including our quality control procedures, comply with the regulations of the American Institute of Certified Public Accountants, Public Company Accounting Oversight Board, the Federal Deposit Insurance Corporation, and other regulatory bodies. We also follow professional standards set forth by the Information Systems Audit and Control Association.

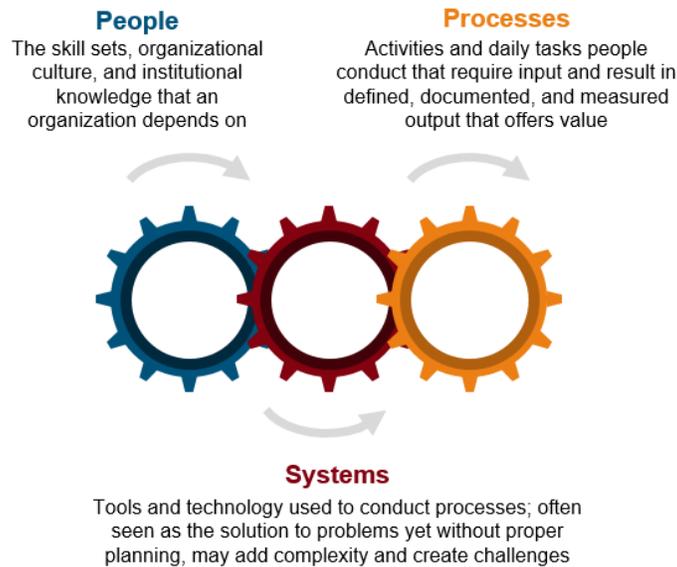
Consulting on management strategy

BerryDunn has spent more than three decades assessing the key areas that government organizations consider during the development of management, business, and IT strategy. We will work collaboratively with your staff and other key stakeholders to set strategic direction, identify objectives, and sequence any resulting projects, either to respond to urgent needs or over a multiple-year planning horizon.

Our team regularly evaluates organizational and functional standards as part of our strategic planning projects and provides recommendations to increase efficiencies, lower costs, strengthen compliance, standardize practices, and minimize potential risks. Our approach and recommendations are aligned with best practices as set forth by industry organizations with consideration for the unique environment of state government operations.

BerryDunn offers an efficient and proven strategic planning methodology designed to guide state agencies toward the achievement of their goals. To support this methodology, we use effective tools, such as a Strengths, Weaknesses, Opportunities, and Threats analysis survey, to gain an understanding of the current environment.

We recognize strategic planning projects can take many forms and result in many different planning documents and deliverables, so we customize our approach to the deliverables the organization expects. Part of successful planning is factoring in three important areas (Figure 2).

Figure 2: Three Key Factors of Strategic Planning

Central to our approach is working collaboratively with agencies and departments to build consensus among stakeholders and proactively identify current risks and opportunities. We involve stakeholders when and as needed. We help ensure that strategic planning project participants understand their role and how information gathered will be used. We provide them with information and expectations for the project, and provide an opportunity for participants to validate information to help ensure it was captured correctly. This approach allows us to collect input from a broad sampling of stakeholders who can provide their opinions at their convenience, anonymously, and with minimal disruption to daily job responsibilities.

We strive to provide actionable recommendations for strategic planning that allow government organizations to establish priorities, develop meaningful and realistic action plans, gain efficiencies, and make informed decisions for planning based on industry best practices.

Project Management

As part of every project, we provide our clients with an established project management methodology based on best practices to help ensure we complete our work on time and within scope. Our team applies proven processes (Figure 3), tools, and techniques using principles from the Project Management Institute® (PMI®) Project Management Body of Knowledge (PMBOK®), scaling them to fit the specific needs of the client and project. Thoughtful planning combined with close monitoring during the execution phase, strong communication between BerryDunn's team and the client throughout all project phases, and effective use of project management tools help ensure all our services are provided to the client in a quality and timely manner.

Figure 3: Project Management Processes

Within BerryDunn’s Government Consulting Group, we retain a team of 35 certified Project Management Professionals® and six Certified Associates in Project Management, both designations of the PMI®. BerryDunn has provided a range of project management services to government clients, including the management of small projects and large-scale cross-departmental system analysis, procurement, and implementations.

We consistently apply proven project management principles and scale them to meet the needs of each engagement. Our clients have gained from our professional project management experience by repeatedly selecting us to perform strategic planning, PMO development, program management, business analysis, requirements definition, procurement assistance, and implementation oversight. BerryDunn will use the knowledge and experience we have gained over the past 34 years assisting government agency clients in similar projects to make the most effective use of staff time, minimize impact on daily operations, and meet agreed-upon deadlines.

Program research, planning, and evaluations

Program research, planning, and evaluation are core strengths of BerryDunn’s consulting teams. We have extensive experience working with state and local government clients to determine agency needs and conduct marketplace and industry research to determine the most effective solution. To perform meaningful marketplace and industry research, our teams:

- Gather publically available information via internet research and relevant legislative documents, where applicable
- Leverage the relationships that our firm has with state agencies performing similar work by seeking information about the strengths and weaknesses of their programs

Our broad approach to performing program research helps our clients to identify industry trends and best practices that help to inform decision-making regarding program staffing, funding, policy, and more.

In addition to using research to plan activity, we also use findings to develop benchmarks and standards against which we evaluate our clients' current projects or programs. These benchmarks and standards help provide context that can be critical to the program's ultimate success. To perform this type of evaluation, BerryDunn takes time to identify peer agencies that are similar in size and provide similar services to their constituents. We collect relevant information from these peer agencies and summarize the data into a digestible report that we use to make meaningful comparisons regarding program management.

We provide research, planning, and evaluation services to a wide range of clients across government sectors, including, but not limited to health and human services, Medicaid, public safety, and finance and administration agencies.

Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives

BerryDunn provides agencies with the best approach to business integration and optimization through a business process and technology assessment of the current state. We include recommendations for process redesign and reengineering in conjunction with system modernization initiatives in order to better align operations, programs, and services to strategic plans.

Our independent approach allows unbiased analysis of agencies' business and technical processes, systems, and operations with no vendor influence. Our business analysis processes, tools, and templates have been refined based on years of experience and are supported by industry best practices from organizations such as the International Institute of Business Analysis and the PMI®.

BerryDunn provides a range of business integration and optimization services, including but not limited to:

- Conducting feasibility studies, developing and analyzing business cases, and developing use cases
- Helping clients define and operationalize IT services for agency clients using the Information Technology Infrastructure Library (ITIL) framework
- Documenting as-is (current) and to-be (future) business processes and identifying opportunities to strengthen processes in order to eliminate redundancy, increase productivity, and reduce cost

Business should drive processes and technology....

Our approach to business integration and optimization is to define business needs so that the right processes are adopted and the right technology is acquired to address these needs.

While it is fitting to keep up with the latest technology, acquiring it for the sake of having the latest version is a poor business objective.

- Analyzing technical environments to identify redundancies and/or provide actionable recommendations for system integration
- Developing functional and technical requirements for new or replacement software that match the needs of the organization based on business process tasks
- Providing IT program and project portfolio management to understand synergies to be gained on initiatives across the enterprise

Executive/management coaching services.

With BerryDunn, the State will have the benefit of the right mix of skills and experience agencies need to achieve their organizational improvement goals through executive leadership coaching.

Our organizational improvement services experience has been gained at the state agency, city, and county levels across the country.

Based on our nationwide experience, we understand the unique challenges of leading within a government framework, addressing ever-changing regulations and policies, and meeting the needs and desires of citizens. Our services assist leadership teams in staying the course as they navigate complex relationships and an environment of continual change in order to achieve a shared vision.

At BerryDunn we view each organization and its circumstances as unique. Highlights of our overall organizational improvement approach are provided below in Figure 4, but for this service we would focus on the Leadership and Management Development aspect.

Figure 4: Organizational Improvement Services



Our team has been developing and delivering a variety of organizational improvement services for 30 years and customized training for nearly 20 years. Although our consultation has touched nearly every type of public agency, we have considerable experience in providing professional services, coaching, facilitation, and training to develop and communicate strategic plans, supporting leadership and managerial advancement, refining processes, and preparing and reinforcing change management for government organizations. Additionally, our experienced trainers focus on four key areas:

1. Coaching needs assessment
2. Development and delivery of leadership and management coaching
3. Development and delivery of topic-specific training
4. Review and improvement of training and development programs

Our approach can be leveraged by any size organization or project with our customizable methods and tools that we tailor to meet client needs, supported by the professional framework of expertise in the area of organizational improvement and training.

Customized training as needed to achieve a management consulting objective.

Our team does not give the same training twice. While we have a core set of training curricula and a consistent training development and implementation methodology, we do not believe “canned” approaches work to educate individuals and effect change in an organization. For each of our engagements, we build in time to customize course content and—in collaboration with our clients—create a training experience that best meets the specific goals and objectives of each client.

We identify the organizational objectives and assess the educational needs and requirements before spending any time customizing our existing curriculum and preparing materials. For example, we meet with client leaders to understand organizational goals and related training objectives, test to make sure goals and objectives are aligned, and identify organizational attitudes, issues, and concerns that may have an impact on whether the training is successful. We review any data or documents that will help us understand the organization and its mission, review existing training materials or courses, and then meet with a representative group of “learners” to understand their training needs. Finally, we review our findings with the leadership team to fine-tune the overall project objectives and approach. This task is the foundational step in making sure we successfully customize our existing curriculum to meet the State’s unique needs.

The methodology we use to develop training materials is outlined in Figure 5 and is based on the American Society for Training Standards Instructional System Design model.

While we have a core set of training curricula for each type of training we deliver, and a consistent training development and implementation methodology, for each training engagement, we build in time to customize course content to clients’ needs, creating a training experience that best meets their goals and objectives.

Figure 5: Training Methodology

Assistance with policy and regulation development.

BerryDunn has developed a broad range of knowledge and skillsets in assisting government agencies with their policy and regulation development efforts. We have specialized expertise with Medicaid and other Health and Human Services policy and regulation assistance, but we have also helped our government clients with policies and regulations in a wide variety of areas including finance and administration, liquor control, motor vehicle licensing, and public safety.

Our general approach begins with our initial project plan tasks including an initial planning call, a review of background documentation, a kickoff meeting, and any needed revisions of the work plan and schedule. We often assist clients who need to comply with federal regulations and, as a result, their policies and regulations need to be changed. In other situations, a new program requires new supporting policies and regulations.

We use a variety of methods to meet the needs of our clients including:

- Research existing federal and state policies, procedures, and regulations
- Interview federal and state policy experts for information gathering and validation
- Analyze processes and procedures for existing programs to determine compliance with policies and regulations
- Identify gaps between federal and state policies and regulations
- Prepare supporting documents and federal planning documents
- Provide recommendations reports and testimony as needed
- Draft policy compliance roadmaps

Examples of the assistance we can provide to our clients include:

- CMS Advanced Planning Documents
- Payment Error Rate Measurement compliance
- Medicaid Waiver design, negotiation, and implementation
- Federal medical assistance percentage (FMAP) evaluation
- Data governance policies and standards

- IT security policy development
- Human resources and staffing policy

Assistance with process and productivity improvement.

Process improvement is a core service for BerryDunn. We have developed a methodology that draws upon philosophies and tools from Six Sigma and Lean, such as defining the voice of the customer and identifying waste, but that also leverages elements of other business process improvement methodologies. As advisors to the State, our focus on process improvement will include both ongoing, continual assessment of project processes as well as discrete, focused process improvement activities, including facilitating lessons-learned meetings and process-mapping sessions.

Our approach is guided by the philosophy that when things go wrong, more often than not the underlying processes and systems are at fault, not the people. As a result, our process improvement activities focus on understanding the challenges in existing processes and their underlying causes, and developing solutions to eliminate or mitigate those causes. If staff performance issues *are* identified, they are handled through coaching, training, and escalation to supervisors as needed and appropriate.

Figure 6 provides an overview of the components of our process improvement approach.

Figure 6: Information-Gathering to Inform Process Improvement Recommendations



Our business process mapping methodology draws upon philosophies and tools from Six Sigma and Lean, such as **defining the voice of the customer and identifying waste**, and leverages elements of other business process improvement methodologies.

We employ a four-step methodology (Figure 7) for leading business process mapping activities for our clients.

(Step 1) We begin with establishing a foundation for subsequent activities by working with leadership and key staff members to identify the specific processes that we will review. In our experience, staff are often unclear what is meant by “process.” When asked for a list of the processes that they use to perform their work, it may include programs, policies, procedures, technologies, and other items.

(Step 2) With a list of business processes identified, we then prepare by developing and delivering communications to business process mapping participants in advance of the sessions. We also perform our own review of background documents and information gathered through other methods so that we go into the sessions with a strong baseline understanding of the processes.

(Steps 3 and 4) When preparations are complete, we facilitate sessions to map and validate the processes and gather associated details. BerryDunn’s team approach to these sessions has proven successful and allows accurate and efficient capture of draft process maps and associated documentation. In sessions, the facilitator engages staff to walk through specific processes to determine how work is currently conducted. The team member serving as note-taker/process-mapper concurrently captures key information in MS Visio maps and Word documents.

Figure 7: Four-Step Business Process Mapping Methodology



Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.

BerryDunn’s professionals are available to provide specialized expert witness services to help the State present complex issues clearly and thoroughly to a judge and jury. Our analyses can provide clarity and defensible results in litigation matters, from small disputes to complex litigation.

Our expert witness services include:

- Presenting our research and analyses

- Consulting on discovery requests
- Assisting attorneys with the preparation for a deposition or trial
- Reviewing documentation prepared by the opposing expert
- Taking the stand as an objective expert from a public accounting and consulting firm

Whether evaluating a report for the trier of fact or helping you design a strategy, we bring a direct, proven approach to the process. We provide these services to state agencies, boards and commissions, other quasi-state agencies, and local governments.

Advisory and assistance services relating to a Customer’s mission-oriented business programs or initiatives.

BerryDunn has worked with state agencies across the country for 34 years to collaboratively deliver project advisory services for numerous large, high-risk and highly visible state information technology (IT) system projects, including “at-risk” or “failing” implementations. As a result, we have an in-depth understanding of how to best help our clients tackle their most complex project management, technical, and business challenges.

We have developed an effective and proven methodology for providing advisory services to our clients that integrates best practices and industry standards from three key disciplines:

- Project advisory
- Process improvement
- Organizational change management (OCM)— inclusive of training



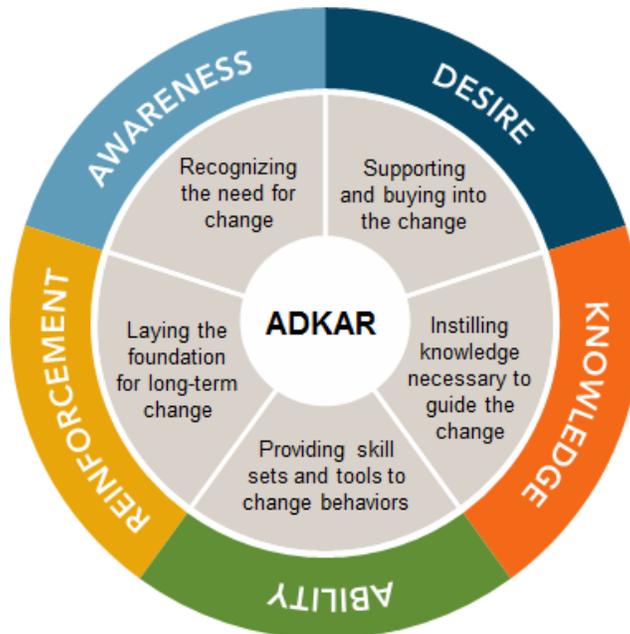
In our experience, a focus on project advisory alone does not lead to meaningful and sustainable improvements. To successfully meet the increased demand for the State’s services, processes must be improved, the State team must have the required training and tools to adopt and integrate the improvements, and all stakeholders must be engaged at the appropriate level to fully support the changes.

Our project advisory methodology employs proven processes, tools, and techniques based on the PMI® and PMBOK®. Our process improvement methodology draws upon philosophies and tools from Six Sigma and Lean but also leverages elements of other process improvement methodologies.

Our OCM methodology incorporates principles and practices from the Prosci® methodology, which states that in order for change to work in an organization, individuals must be willing to change and understand change. Based on this belief, Prosci® developed the ADKAR change management approach, defined in Figure 8.

These disciplines feed into, reinforce, and sustain each other: through our advisory services we will identify process improvements, which will drive training efforts, which we will reinforce through our advisory services—starting the cycle over again.

Figure 8: ADKAR Change Management Approach



BerryDunn’s approach has been refined over the years through experience; however, this same experience affords us the confidence to be adaptable to each unique client and situation rather than employing a generic approach. Each project is scoped to draw on our methodologies and tailored to meet the specific needs and desired outcomes of our agency clients.

Systems alignment and consolidation.

BerryDunn has a long history of helping clients through system transitions. We have found that the most successful journeys involve four key attributes: the client needs to **execute** with consistency, **redesign** their processes, **lead** their people through change, and have the **knowledge** to realize their vision.

Our approach focuses on helping our clients **apply these four key areas throughout the process** of achieving their milestones. We do this by bringing PMI® best practices for a deliberately run project, lean six sigma techniques to rethink processes, ProSci® change management approaches to help your people adapt to change, and more than 30 years of industry experience. This complements your team's abilities to help you succeed in your journey and achieve a successful implementation and adoption.

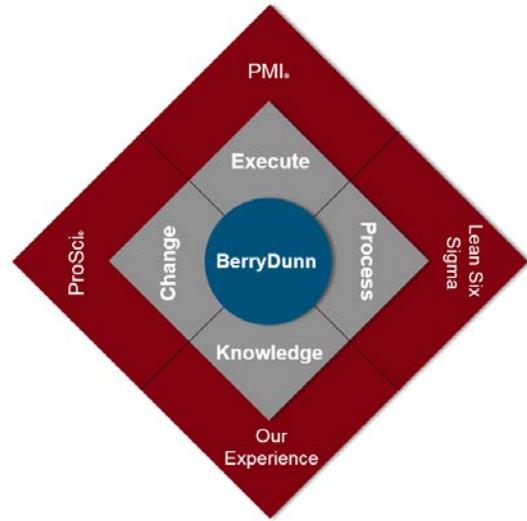


Figure 9: Four Key Attributes We Apply to Successful System Journeys

In state government, the acquisition and implementation of enterprise-level technology is arguably one of the most complex and high-risk roles in public procurement. In the past 10 years, many large public-entity IT acquisitions have been in the spotlight—and not the type of spotlight under which a state procurement agency wants to be found. States have found themselves nearing the end of their contracts with cost over-runs, numerous change requests, and a system that does not function as intended. At times, a state's only recourse is to go through a high-profile legal challenge to try to recoup some of its losses. Many of these issues could have been avoided through a disciplined approach to developing requirements, managing the procurement process, and negotiating a contract that is fair, but holds the selected vendor accountable for the obligated work.

BerryDunn has over 25 years of experience helping clients navigate the procurement life cycle related to the acquisition of large and complex IT systems. We have assisted government agencies with system acquisitions and implementations—including e-filing, court case management, ERP, and driver licensing solutions—and have been successful in helping government agencies proactively mitigate risks. This success has resulted in BerryDunn gaining the trust of public servants within state and local government nationally as we guided them through difficult acquisitions with a significant impact on the lives of the constituents the states serve.

BerryDunn's Government Consulting Group has a refined and formalized procurement consulting strategy that follows common industry-best practices standards, while being flexible enough to meet the unique needs of each engagement. This strategy has repeatedly proven to

meet the needs of state and local agencies that require careful adherence to standards, policies, as well as state or federal requirements.

Projects involving planning, acquisition and development of business needs should be clearly defined so that the right support—such as technology, equipment, or staff—is acquired to address these needs. It is important to keep the business goals of the organization in mind while making an acquisition so that the procurement aligns with the strategic needs of the organization now and in the future.

BerryDunn offers a proven methodology for leading government agencies and other public organizations through needs assessment, requirements gathering, RFP development, and procurement.

Diversity of Knowledge and Skillsets – Staff Resumes

Please see Exhibit 1 for representative BerryDunn staff resumes.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Berry, Dunn, McNeil & Parker LLC has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Customized training as needed to achieve a management consulting objective.
- Assistance with process and productivity improvement.

Contract Attachment E



Contractor Information Form

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

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

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Berry Dunn McNeil & Parker, LLC		
FEIN:	01-0523282	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.berrydunn.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Kevin Scheirer		
Email:	pqcv@berrydunn.com		
Phone:	207-541-2200	ext.	
Address:	2211 Congress Street		
City:	Portland		
State:	ME		
ZIP:	04102	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Charlie Leadbetter		
Email:	cleadbetter@berrydunn.com		
Phone:	207-541-2249	ext.	
Address:	2211 Congress Street		
City:	Portland		
State:	ME		
ZIP:	04102	+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.

Berry Dunn McNeil & Parker, LLC (BerryDunn) is an independent consulting and certified public accounting firm that serves clients nationally. Management consulting services are a core strength of our Government Consulting Group and the work we engage in every day. We have an extensive history of successfully serving government entities through similar statewide contracts, and we are thankful to be one of the State's trusted partners. Our approach is simple: consistently provide high-quality services, strive for unparalleled client

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: BERRY, DUNN, MCNEIL & PARKER LLC

Respondent Federal Employer Identification Number (FEIN #): F010523282

Authorized Signature: _____



Print Name: Charles K. Leadbetter

Title: Principal

Date: June 9, 2020

Contract Attachment G Subcontracting

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

Please complete a separate sheet for each subcontractor.

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

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
