



**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 **GENESIS CONSULTING PARTNERS, 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.

**GENESIS CONSULTING
PARTNERS, LLC**

DocuSigned by:

cameron chaplin

Cameron Chaplin
CFO

2/17/2021 | 10:11 AM PST

Date:

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

DocuSigned by:

Tami Fillyaw

Tami Fillyaw
Chief of Staff

2/18/2021 | 4:52 PM EST

Date:

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

Respondent Name	Genesis Consulting Partners, LLC
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INSTRUCTIONS

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

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

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

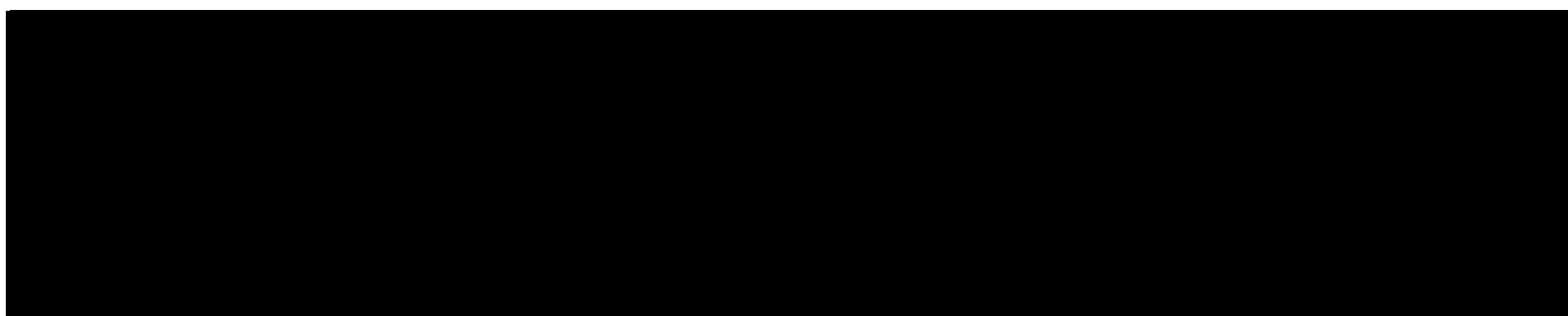
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

Provide pricing in dollar amounts; amounts 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	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$210.00	\$214.20
Senior Consultant	\$175.00	\$178.50
Consultant	\$145.00	\$147.90
Junior Consultant	\$105.00	\$107.10
Program and Administrative Support	\$85.00	\$86.70



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.

Contract Attachment C



**State of Florida
Department of Management Services
Service Category 1: Management Consulting Services**

Request for Proposal #06-80101500-J

Technical Response

June 09, 2020





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1 INTRODUCTION

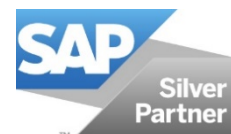
Genesis Consulting is a strategic management consulting firm, focused on delivering enterprise agile consulting, management consulting, training & coaching, and digital transformation services. For more than 10 years, our founding partners have provided world-class Enterprise software applications and Lean and Agile solutions to customers around the globe with specific experience in the Public Sector, Utilities, Retail and Consumer Products industries. Genesis has delivered at clients ranging from the State of Florida, to Canada, Brazil, England, and beyond. Our team of quality Technical, Agile, and Management Consultants possess the specific expertise and project experience to provide the leadership and comprehensive support and oversight for the most complex and challenging of solutions. We align our highly skilled and experienced professionals with our clients' strategic vision, mission and needs to reflect our constant goal of furthering business agility and efficiency for our customers. Genesis Consulting is a small business, founded in 2008, with over 60 individuals currently on staff in our Virginia offices and at contract locations around the globe. Genesis currently operates in about 35 different locations, across five countries, on three different continents in support of numerous programs on a global scale.

Genesis Consulting is a Small Business who knows the importance for the State to choose trusted partners that have a deep knowledge and the ability to deliver across a diverse set of consulting and advisory expertise, who can perform against contract objectives, and can be responsive to the changing needs of the State. In addition to our global experience, comes our experience in providing consulting and professional services to the government entities via multiple award, wide scope contract vehicles. Genesis currently operates as a Prime Vendor on the \$300 million DHS SEAD BPA through which we provide a diverse set of agile coaching, business analytics, and technical support services to DHS. We are leading global business agility transformations at commercial clients like Johnson and Johnson, Coca Cola, Ford Motor, and Nike. We also currently leading large, enterprise level projects at Minneapolis Public Schools and consult on a number of efforts in the States of Florida, Virginia, Georgia, and Arkansas.

Our innovative approach to implementing solutions with Lean principles and Agile techniques has helped our clients deliver their solutions to their stakeholders quicker, increase the productivity of their teams, and increase the quality of their solutions. Our team adopts an entrepreneurial, forward thinking, reliable, and meticulous approach to Agile and problem solving. The quality of our work is determined by the level of results we help each client achieve. We regard each project as an opportunity to apply fresh creativity, focus, and dedication that our clients have learned to expect from us. Together with our clients, Genesis develops a working environment that fosters productivity, trust, and accountability. We have been working with clients to address an expanding array of challenges by introducing Lean, Six Sigma, SAFe and Agile solutions into their business environments. Our experience in optimization in both the private and public sectors is reflected in the depth of our personnel and corporate processes.

SAP Certifications and Capabilities:

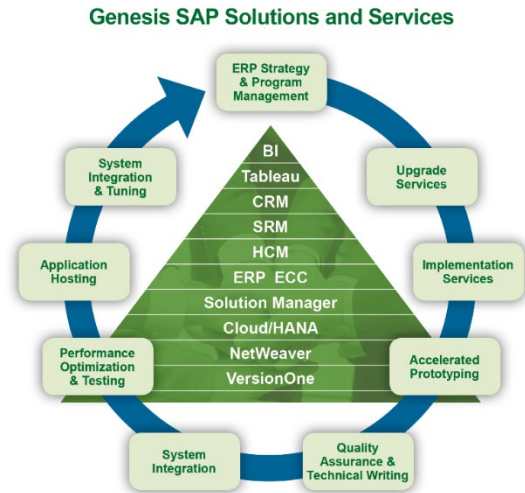
Genesis is a certified SAP Services Partner and is an active member of the America's SAP Users Group. With experience in leading large-scale Commercial and Public Sector SAP implementations since 1999, we have strong working relationships with SAP and are well respected in the Systems





Integration community. Genesis is an active participant with the SAP Users Group and regularly collaborates and presents at organization functions.

Our commitment to delivering quality products and services to our clients is demonstrated in our innovation and passion for efficiency, value, and quality. Our services and our approach to each client engagement are focused on cost effectiveness, customer benefit realization, knowledge transfer and risk mitigation. Our offerings bring about effective results for our clients. Through senior leadership and hands-on consulting expertise, our team helps organizations promote business effectiveness and efficiency by delivering quality products and services.



Agile Partnerships and Certifications:

Genesis Consulting is also a strategic alliance member of the Agile Alliance, the Scrum Alliance, and a SAFe Silver Partner. We are nationally recognized for our work in delivering solutions using the concepts of Lean, Agile and Kanban. We partner with key organizations and companies to deliver accelerated solutions to complex business challenges using these techniques. Genesis Consulting is a regular speaker and presenter at Lean and Agile industry conferences and events. We are leading the way in developing a network of organizations with varied experiences in delivering projects using Lean and Agile.



Our Lean Agile Service Offerings:

Genesis is recognized as an industry leader delivering an exceptional level of talent and experience in cultivating Lean, Agile, and SAP solutions to both Commercial and Public Sector clients. Our firm includes team members that are Project Management Professionals, Certified Scrum Professionals, Certified Scrum Masters, and Lean Six Sigma Green/Yellow/Black Belts. Our team also includes nationally recognized thought leaders of Lean, Agile, SAFe, and SAP solutions that regularly speak at industry conferences worldwide. We are proud to deliver to every project a team of high caliber consultants and coaches with significant career accomplishments and client implementation experience.



2 CAPABILITIES AND EXPERIENCE

2.1 Genesis Corporate Experience

Genesis has a unique qualification of bringing extensive management consulting, professional services, ERP implementation, and agile coaching knowledge and experience across multiple clients including USCIS, VA, CBP, TSA and other Federal, State and Local Government customers, our Fortune 500 and other Commercial clients. Genesis brings SAP consultants, coaches, subject matter experts, analysts, trainers and agilists with Project Management, functional and technical experience combined with extensive SAP, operations, sustainment, and help desk experience from vast array of clients and solutions. We bring top-tier talent and resources that we know have successfully delivered projects of similar size and scope. Our team consists of professionals that have delivered complex technology solutions in various industries to many Federal, Defense, and State and Local clients, as well as Commercial Fortune 1000 customers. Genesis Consulting brings a wealth of SAP consulting, implementation, and software support experience from projects at some of our clients listed below:



Genesis also specializes in delivering management consulting and professional services to state and local clients. We have performed services in a multitude of states and counties for government offices, utilities, and school systems across a geographically diverse set of states including Virginia, Texas, Florida, Minnesota, California, Indiana, and Georgia. The following sections of the document provide a set of nine (9) representative current and past performances that serve to demonstrate the capabilities that Genesis can provide, or in some cases, continue to provide to the State of Florida and its counties. In addition to the case studies and experience examples, representative resumes have been provided as a separate document to further demonstrate our team and our capabilities along with some of our solution methodology and practices in Section 3, below.

Experience examples and personnel examples have been mapped to the eleven (11) Service Category 1 Service Areas for which Genesis is proposing in Sections 2.2 and 2.3 respectively.



2.2 Experience Case Studies and Examples

Genesis features a diverse experience portfolio across the Management Consulting Services landscape by drawing upon our work at public and private sector clients. A subset of our experience has been provided below to serve as representative sample of our corporate offerings and delivery qualifications. The following table summarizes the reference in terms of service area as referenced in Appendix B: Authorized Services Chart, Category 1.

Service Area (SA)	Service	FL DMS	FL Water	BCPS	MPS	FCPS	J&J	GFEBs	AK, DFA	USDA OCFO
1	Management Strategy Consulting	X	X	X	X	X	X	X	X	X
2	Project Management	X	X	X	X	X	X	X	X	X
3	Program Research, Planning, and Evaluations	X	X		X	X	X	X	X	X
4	Studies, Analyses, Scenarios, and Reports	X	X	X	X	X		X	X	X
5	Executive/Management Coaching Services	X	X	X	X	X	X	X	X	X
6	Customized Training			X	X	X	X	X	X	X
7	Assistance with Policy and Regulation Development	X			X	X	X	X	X	X
8	Assistance with Process and Productivity Improvement	X	X	X	X	X	X	X	X	X
9	Expert Witness Services									
10	Advisory and Assistance Services	X	X	X	X	X	X	X	X	X
11	Systems Alignment and Consolidation	X	X	X	X	X	X	X	X	X
12	Comprehensive Grants Management Services				X	X				X

*Genesis is not proposing on Service Area 9, Expert Witness Services; therefore, our experience cases do not support this Service Area



2.2.1 State of Florida, Department of Management Service

State of Florida, Department of Management Services	
SA Relevance	Project Description
<ul style="list-style-type: none"> • SA 1: Consulting on Management Strategy • SA 2: Project Management • SA 3: Program Research, Planning, and Evaluation • SA 4: Provision of Studies, Analyses, Scenarios, and Reports • SA 5: Executive/ Management Coaching Services • SA 7: Assistance with Policy and Regulation Development • SA 8: Process and Productivity Improvement • SA 10: Advisory and Assistance • SA 11: Systems Alignment and Consolidation 	<p>Dates of Engagement: 08/2014 – Present</p> <p>Project Description Genesis serves the State of Florida as a provider of Technical Advisory Services on the team under this contract to provide consulting, integration, and strategic services for the Peoples First system.</p> <ul style="list-style-type: none"> • Provide ongoing IT functional and technical expertise to the State of Florida • Act as a trusted advisor to support the mission and objectives of the People First program • Lead solution discussions for strategic IT implementation and upgrade planning • Provide IV&V services to review and support the work of the outsourced vendors supporting People First • Perform Call Center and Technical Advisory Reviews to support the assessment and achievement if IT KPIs and SLAs <p>On a recent project earlier in 2020, Genesis served as a subcontractor under KPMG LLC and provided subject matter expertise in the review of the Integrated Retirement Information System (IRIS) technical landscape, as previously implemented by Deloitte. Genesis personnel provided Modernization Review services for the DMS Retirement Division for the legacy IRIS 1.0 Architecture and the upgraded IRIS 2.0 architecture to access gaps and capabilities.</p> <p>Additionally, Genesis also provided a UX/UI Assessment and Review of the DMS FRS website. DMS requested an assessment of the FRS Online portal user interface with an objective of identifying problem areas in addition to learning best practices for modernizing the portal’s user interface and enhancing its users’ experiences. Genesis conducted questionnaires, interviews, reviewed visual pages, completed an UX/UI checklist, accessibility scans, and development of proposed design mockups as part of the project scope.</p> <p>Key Challenges The legacy IRIS architecture (1.0) is client-server and based on PowerBuilder and it was noted that this technology has lost market share and industry traction over time and as such is no longer considered a modern of a solution or viable development platform by industry experts and the development community. DMS Retirement Division continues to use IRIS 1.0 architecture for some agency functionality. Meanwhile, the upgraded IRIS architecture (2.0) was modernized over the past three years to a platform more widely adopted by the technical industry, the Microsoft .NET platform; however, the agency still seeks additional speed and functionality for supporting retiree calls and other tasks.</p> <p>In addition to the IRIS architectural challenges, Genesis aided DMS in modernizing FRS Online website. The existing DMS FRS website would</p>



State of Florida, Department of Management Services	
SA Relevance	Project Description
	<p>needed a more modern look & feel, modern browser agnostic capabilities, and improved website functionality.</p> <p>Results/Outcome</p> <ul style="list-style-type: none"> • Genesis and KPMG participated in a Two-Day Technical Planning and Scoping Session to field architectural questions and discussion points as part of the project discovery and planning phase. • Following the UX/UI FRS Website review project we found several UX/UI areas where improvements to the design, layout or workflow logic are warranted. These areas include: <ul style="list-style-type: none"> ○ Develop a mobile-friendly website portal with a mobile-first approach to the user interface and content structure. ○ Include FRS Online branding within the portal – ideally within a well-defined header. ○ Implement clear titles/headings first on every page. ○ Include an introductory paragraph or sentence describing what each page is about and/or what the user should expect to accomplish on that page. ○ Update the portal’s layout structure to include a well-defined header (branding and navigation), body (main content) and footer (copyright, disclaimers, policies, etc.). ○ Improve users’ experience on forms by providing clear error feedback, restructuring label and input fields, implementing auto-population, using date-pickers, and developing multi-page forms. ○ Format page content with headings and use ordered and unordered lists to make the page content easier to read and scan. ○ Update form code to ensure forms are accessible by people with disabilities. ○ Develop clear calls-to-action buttons on forms or pages where other actions are available. ○ Review all page content to make sure it is up-to-date and include only one help button per page while ensuring the help is relevant to all the content on that page. ○ Redesign tables with alternating row backgrounds, making it easier for users to scan the contents of the table rows.

2.2.2 Florida Water

South Florida Water District	
SA Relevance	Project Description
<ul style="list-style-type: none"> • SA 1: Consulting on Management Strategy • SA 2: Project Management • SA 3: Program Research, Planning, and Evaluations • SA 4: Provision of Studies, Analyses, Scenarios, and Reports 	<p>Dates of Engagement: 08/2014 – Present</p> <p>Project Description Genesis Consulting was contracted to deliver updated to an SAP system that was originally implemented in 2005 and improve mobility and modern reporting, approval, tighter integration, and communication functions. Our Team conducted an HCM, Time and Payroll Assessment in early 2020 to review available software package and software usage and desired functionality across end users based on Gartner Magic quadrant for cloud</p>



South Florida Water District	
SA Relevance	Project Description
<ul style="list-style-type: none"> • SA 1: Consulting on Management Strategy • SA 2: Project Management • SA 3: Program Research, Planning, and Evaluation • SA 4: Provision of Studies, Analyses, Scenarios, and Reports • SA 5: Executive/ Management Coaching Services • SA 8: Process and Productivity Improvement • SA 10: Advisory and Assistance • SA 11: Systems Alignment and Consolidation 	<p>HCM suite. We provided the Technical SME you led the assessment regarding the dated software and what it would take to update the software to modern versions and validate all assumptions regarding functionality for end users.</p> <p>Genesis also forecasted future scenarios and led planning and consulting sessions for upcoming projects and implementations. These activities aided the State in cost and risk modeling, for short term (0 – 3 years), mid-term (3 to 5 years), and long-term (5 to 10 years) cost and risk projections. The variables and elements used in the models included, but are not limited to technology stability, company risk, market risk, job market risk, economy of scale, outsourcing opportunities and adherence to overall enterprise architecture.</p> <p>We are also preparing the State for an S4/HANA implementation which is currently scheduled for later this summer. This S4/HANA migration is unique because of the existing dated software and the process that will be used to complete the migration.</p> <p>Key Challenges Challenges on the project include:</p> <ul style="list-style-type: none"> • Outdated Software and unable to upgrade due to experienced staff challenge. Client were not able to take advantage of upgrade their already license paid software for more than a decade. • Amount of Remote Staff using the system • Small Staff for Large Amounts of Assets • Aging Employees created an environment where experience and organizational knowledge continuously being lost. <p>Results/Outcome</p> <ul style="list-style-type: none"> • Provided client with completed IV&V for their existing HCM, Payroll system and needed functionality in ‘To Be’ model. • Provided client with options on future scenarios with cost and risk evolution. Consideration was given for long term investments view are technology stability, company risk, market risk, job market risk, economy of scale, outsourcing opportunities and adherence to client existing overall enterprise architecture. • Client will be able to utilize the IV&V document to formulate and solicit RFP. This will help them receive interested vendors to implement well integrated, desired HCM cloud software.

2.2.3 Broward County Public Schools

Broward County Public Schools (BCPS)	
SA Relevance	Project Description
<ul style="list-style-type: none"> • SA 1: Consulting on Management Strategy • SA 2: Project Management • SA 4: Provision of Studies, Analyses, Scenarios, and Reports 	<p>Dates of Engagement: 02/2015 – Present</p> <p>Project Description Genesis Consulting is contracted to deliver information technology and support services to Broward County Public Schools. Specifically, Genesis is responsible for delivering SAP Project Management, process improvement,</p>



Broward County Public Schools (BCPS)	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 5: Executive/ Management Coaching Services SA 6: Customized Training SA 8: Process and Productivity Improvement SA 10: Advisory and Assistance SA 11: Systems Alignment and Consolidation 	<p>application configuration/development, reporting and training consulting for the Procurement and IT Departments focusing on the best use of existing SAP modules to improve and optimize purchasing, contract management and managed spend under contract.</p> <p>Broward uses SAP MM Agreements and SAP Funds Management (with mixed results) for managing multiple contracts and agreements across district departments, facilities and warehouses. Genesis Consulting conducted a full implementation within 3 months for a highly visible School Board mandate to review and recommend SAP configuration and/or development improvements for consistently managing BCPS's contracts to control spend authorization controls, increase visibility into spending and improve contract management/sourcing business processes and vendor classification.</p> <p>Key Challenges Currently Procurement is experiencing issues with contract overspends and manually tracking expiring contracts. In addition, Procurement Services is requesting SAP support in enhancing the Vendor classification functionality. Procurement needs to be able to identify in the SAP vendor file what material group or commodity the vendor handles to increase SBE utilization. Currently when creating a vendor, users don't know materials or services the vendor offers (e.g. office supplies or computer software?)</p> <p>Results/Outcome</p> <ul style="list-style-type: none"> Increased spend authorization controls, increased visibility into spending and improved contract management/sourcing business processes. Enabled classification of commodity codes on the vendor master to better leverage minority businesses Drove Procurement Contract Compliance Increased Percentage of Purchase Orders Compliant with Existing Contracts

2.2.4 Minneapolis Public Schools

Minneapolis Public Schools (MPS)	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 1: Consulting on Management Strategy SA 2: Project Management SA 3: Program Research, Planning, and Evaluation SA 4: Provision of Studies, Analyses, Scenarios, and Reports SA 5: Executive/ Management Coaching Services SA 6: Customized Training 	<p>Dates of Engagement: 09/2017 – Present</p> <p>Project Description Minneapolis Public Schools (MPS) successfully implemented SAP innovation solutions in January 2019 with the final phase of its planned business transformation. Solutions implemented include SAP SuccessFactors, SAP New G/L and SAP SRM Procurement for Public Sector. After a full upgrade in early 2018 to position MPS for cloud and digital services, the new SAP applications are designed to the tighten data integration, reduce manual processes and support executive goals to spend funds more efficiently in support of improving the educational experience.</p> <p>Through a close partnership, Genesis Consulting guided MPS through the selection and implementation of their SAP Roadmap and provided</p>



Minneapolis Public Schools (MPS)	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 7: Assistance with Policy and Regulation Development SA 8: Process and Productivity Improvement SA 10: Advisory and Assistance SA 11: Systems Alignment and Consolidation SA 12: Comprehensive Grants Management Services 	<p>management, integration and change management consulting to MPS. MPS chose to invest in its SAP platform as it could enable simplification and standardization of their business processes, integrate the latest SAP Cloud technologies, reduce costs, and improve HR, Procurement and Finance operational performance.</p> <p>Genesis brought specific expertise and project experience for laying out a road map and implementation plan for technical platform solutions and future functional application innovations in MPS' SAP environments. Under this project engagement, MPS engaged Genesis Consulting in multiple phases for the implementation of SAP Technical Upgrades and new components as a prerequisite for future business initiatives at MPS.</p> <p>After a careful analysis of the current release and infrastructure of the SAP systems at MPS and the upgrade goals and infrastructure requirements of the target releases of the various SAP systems, Genesis recommended MPS adopt an upgrade strategy that met the goals of their HANA, New G/L SRM and SFSF projects, and also prepared the landscape for a future optional migration to the cloud while reducing risk and cost. The main business drivers for the upgrade included the following:</p> <ul style="list-style-type: none"> Business user demand for new functionality in contract management, procurement and human resources to improve operational excellence, enable innovation, and reduce manual data entry Desire to increase process efficiency and thus reduce the total cost of ownership (TCO), particularly in terms of the total cost of operations – for example, by returning SAP software modifications and custom developments to SAP standard functions; and retiring redundant legacy systems (e.g. Novartis) Requirements from IT, such as planned infrastructure updates and consolidation projects that can be combined to take advantage with an upgrade (e.g. take advantage of the opportunity of the new hardware environment by performing the upgrade on the latest Windows and SQL Server platforms) SAP release and future migration strategy: Prepares MPS with the prerequisites (Unicode, target software releases & database/hardware) to migrate to HANA while providing the opportunity to evaluate the benefits and test scenarios <p>Key Challenges</p> <p>Selecting the right SAP platform was a key decision for MPS. The SAP platform is the basis for an optimal IT enablement of MPS' business. The existing SAP solution versions were not able to support the Finance, Procurement and HR functions resulting in a significant impact on the application landscape.</p> <p>Challenges encountered over the project include:</p> <ul style="list-style-type: none"> Before the upgrade, no integration between MPS SuccessFactors and SAP HCM Manual entry of onboarding and employee information into SAP HCM No links or end-to-end views from candidates in SuccessFactors to Employees in SAP HCM



Minneapolis Public Schools (MPS)	
SA Relevance	Project Description
	<ul style="list-style-type: none"> Desire to tighten the integration, reduce manual processes and support executive goals for grant research MPS was using SRM Shopping Carts for PRs and POs Novatus Saas software used for Contract Lifecycle Management (initiation, reviews, approvals) Disconnect between Novatus and SAP Difficult to manage contract cycles leading to non-compliance with policies and contracts Duplicated effort with separate systems, data, workflow and processes (e.g. multiple vendor lists, bids managed separately, contracts manually entered in SAP as POs, etc.) Challenging and manually intensive for MPS to produce accurate and timely financial reports <p>Results/Outcome</p> <ul style="list-style-type: none"> Increase integration, linking of business processes, decrease costs, improve compliance and lower operational costs Process efficiency/Process improvements Reduce manual intervention – Recruiting and onboarding Audit finding related to data entry errors– Eliminate double entry to solve this problem Linked MPS strategy with IT execution - accelerate organizational integration between different areas through an end-to-end process approach System performance is highly improved in the new enhancement packs. This aids in conversion of contracts as well as maintaining any large contracts/files for attachment within the system Implemented new SRM PPS capabilities for contract management, bidding and supplier registration District-wide Spend Visibility and Analysis – leverage buying power with vendors Migrate from Novatus – Closes the loop between procurement and sourcing to realize negotiated contracts and benefits Increased business process efficiencies and integration between SRM and ECC Corrected payroll configuration issues SAP “new” GL – Significant improvement in transparency and reporting Ability to create our own CAFR (Comprehensive Annual Audit Report)

2.2.5 Fairfax County Government and Fairfax County Public Schools:



Fairfax County Government and Fairfax County Public Schools (FCPS)	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 1: Consulting on Management Strategy SA 2: Project Management SA 3: Program Research, Planning, and Evaluation SA 4: Provision of Studies, Analyses, Scenarios, and Reports SA 5: Executive/ Management Coaching Services SA 6: Customized Training SA 7: Assistance with Policy and Regulation Development SA 8: Process and Productivity Improvement SA 10: Advisory and Assistance SA 11: Systems Alignment and Consolidation SA 12: Comprehensive Grants Management Services 	<p>Dates of Engagement: 11/2012 – Present</p> <p>Project Description Genesis Consulting was responsible for providing an assessment of the existing business processes, organizational structure, reporting and architecture (both functionally and technically) and provided the benefits case / recommendations / roadmap deliverable (pros, cons, benefits, features, scope, timeframe, etc.) taking into consideration:</p> <p>Genesis also was a catalyst of coordinating across multiple departments and schools to implement multiple projects for Procure-to-Pay, AR / Interest / Dunning and provide solution guidance on SRM/SUS, Workflow, Portal, Basis and all FI modules and BI/BOBJ and security.</p> <p>Key Challenges After a challenging implementation, users and support groups faced a maze of new SAP technologies and applications. That made it increasingly difficult to adapt to business process changes or to ensure consistent management information. Fairfax County and FCPS wanted to verify their potential for innovative and optimized use of SAP products in order to significantly improve performance of selected business processes.</p> <p>Results/Outcome</p> <ul style="list-style-type: none"> Provided outstanding technical expertise in establishing the required solution landscape based on the optimum SAP platform, application landscape, master data strategy and best-fit organizational setup Provided a consistent roadmap to improve process performance through better orchestration of end-user, application and technology Delivered recommendations and roadmaps to all senior directors and executives within the organization for eventual consensus approval at the Board level Enabled carrying out of DIT procurement, planning and budgeting more effectively and accurately Reduced operating costs & increase business process effectiveness Increased staff knowledge and proficiency – shift time to more analytical and managerial tasks vs administrative complexity

2.2.6 Johnson and Johnson

Johnson and Johnson	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 1: Consulting on Management Strategy SA 2: Project Management SA 3: Program Research, Planning, and Evaluation SA 5: Executive/ Management Coaching Services 	<p>Dates of Engagement: 06/2019 – Present</p> <p>Project Description Genesis is currently engaging with Johnson and Johnson and other partners to support the assessment, strategy, planning, and establishment of agile standards, practices, and techniques for JNJ Medical Devices Division. Our staff are enabling and launching coaching teams on a regional basis in North America as well as in two other regions worldwide. These agile teams first assessing regional team level maturity and then developing transformation</p>



Johnson and Johnson	
SA Relevance	Project Description
<ul style="list-style-type: none"> • SA 6: Customized Training • SA 7: Assistance with Policy and Regulation Development • SA 8: Process and Productivity Improvement • SA 10: Advisory and Assistance • SA 11: Systems Alignment and Consolidation 	<p>plans towards modernization. Tasks include defining team enablement requirements, training and coaching, product roadmap development, the facilitation of program increment training and other program planning activities. Coaches will work with regional teams to build Epics, Features, and Stories as well as improve overall efficiency and management practices via the implementation of agile methodology.</p> <p>Key Challenges Challenges on the project include:</p> <ul style="list-style-type: none"> • Medical devices has grown through acquisition of many companies over the years. Culture, process, policy, organization structures have all been difficult to integrate and assimilate into an enterprise agility focus. There are challenges driving improvement initiatives due to global, regional, and franchise requirements and governance. • JNJ Medical Devices operates under a very traditional organization model and boundaries and is challenged with empowering team members to make decisions and accelerate value delivery. • Speed to market has been a challenge. From concept to delivery requires many hand-offs, approvals, iterations, and revisions. Streamlining processes while integrating compliance and quality are a challenge for the Medical Device group. <p>Results/Outcome</p> <ul style="list-style-type: none"> • Genesis has led the global Business Agility transformation for Medical Devices. We have been coaching teams in various groups including Digital Surgery, Product Lifecycle Management, Digital Services, and Cardiovascular and Specialty Services, in the North America, Latin America, Europe and Asia regions to improve productivity and efficiencies. • Genesis worked with JNJ MD Leadership to establish a Lean Agile Center of Excellence. This team of agile advocates and coaches developed an agile framework, transformation strategy and roadmap, and became the central resource to provide agile leadership, guidance, and support to agile teams across the globe. Videos, presentations, town halls, coaching sessions, strategy and roadmap building, are a few examples of the guidance the COE has provided. • Genesis worked with the CIO and Executive Leadership team to provide ongoing education and coaching to align with business agility goals. Worked with leaders to develop an annual strategic plan and develop individual leadership agility goals. Conduct quarterly assessments and review of progress toward achieving agility goals. • Genesis coaches have led the delivery of over 30 Scaled Agile Framework (SAFe) training classes. Successful certification rates for people that attempted the exams is over 98%. Participant satisfaction scores for our instructors is 4.8 out of 5.0. Genesis has created customized training classes and workshops on Business Agility, Lean Agile Leadership, Product Management, Epic/Feature Writing, Product Owner/Product Manager Workshop, Agile Metrics, Lean Portfolio Management. • Genesis has been leading the Business Agility transformation efforts to take agile beyond technology. We have been working with leaders in Portfolio Management and various business segments to include Human



Johnson and Johnson	
SA Relevance	Project Description
	<p>Resources, Finance, Contract Management, Legal, Compliance, to educate and challenge current processes to align with agility goals and objectives. Conduct Value Stream workshops to align teams around the flow of value delivery. Conduct workshops on customer journey, personas, focusing on customer centricity. Work with Human Resources and leadership teams to update roles and responsibilities, performance measurement, and goal setting to align with the core values of business agility.</p> <ul style="list-style-type: none"> Noticeable results with teams in achieving core objectives. Improved overall Time to Market by 150%. Improved customer satisfaction by 70%. Incremental delivery of work improved productivity of teams by 75%. These improvements have enabled more teams to be part of the transformation initiative and the future is bright for additional improvements.

2.2.7 Army GFEBS

Army GFEBS	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 1: Consulting on Management Strategy SA 2: Project Management SA 3: Program Research, Planning, and Evaluation SA 4: Provision of Studies, Analyses, Scenarios, and Reports SA 5: Executive/ Management Coaching Services SA 6: Customized Training SA 7: Assistance with Policy and Regulation Development SA 8: Process and Productivity Improvement SA 10: Advisory and Assistance SA 11: Systems Alignment and Consolidation 	<p>Dates of Engagement: 08/2019 – Present</p> <p>Project Description Genesis is currently engaging with the US Army on the GFEBS program. Our Lead Agile Coach and RTEs on the project provide guidance on implementing agile best practices and modifying business processes based on SAP requirements for the US Army.</p> <p>The GFEBS program is a complex web-based accounting system that is consolidating functionality of over legacy systems and providing streamlined financial and accounting processes across the US Army. The development requires support from multiple vendors with complex dependencies and system requirements.</p> <p>To improve delivery capacity and alignment across vendors, the GFEBS program is adopting the Scaled Agile Framework (SAFe). Our agile coaches and RTEs have provided guidance and coaching on agile backlog refinement, provided guidance on team preparation, and conducted remote PI planning for over 200 team members.</p> <p>Key Challenges Challenges on the project include:</p> <ul style="list-style-type: none"> Complex system requirements to bridge multiple legacy systems and processes into new web-based consolidated system. Multiple vendors and suppliers collaborating on system design and dependency across work areas. Inexperienced agile teams require intense coaching support. Remote PI planning required additional facilitation and training on using remote tools for the teams.



Army GFEBS	
SA Relevance	Project Description
	<p>Results/Outcome</p> <ul style="list-style-type: none"> Increased alignment across teams on the goals and outcomes for the next quarter. Increased transparency into the risks facing the program and that impact team delivery. Improved communication across teams with dependencies in their work.

2.2.8 State of Arkansas, Department of Financial Administration

State of Arkansas	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 1: Consulting on Management Strategy SA 2: Project Management SA 3: Program Research, Planning, and Evaluation SA 4: Provision of Studies, Analyses, Scenarios, and Reports SA 5: Executive/ Management Coaching Services SA 6: Customized Training SA 7: Assistance with Policy and Regulation Development SA 8: Process and Productivity Improvement SA 10: Advisory and Assistance SA 11: Systems Alignment and Consolidation 	<p>Dates of Engagement: 08/2015 – 05/30/2018</p> <p>Project Description Genesis Consulting worked with the Arkansas Department of Finance and Administration (DFA) to implement SAP Employee and Manager Self Service (ESS) for Time and Leave entry / approval. The initial roll-out to over 3,000 employees, and eventually 30,000 employees, will enable their ability to enter time and leave through desk top PCs and mobile devices including tablets and smartphones. The key objective of the project was to Modernize the State’s SAP installation (AASIS) by deploying and enhancing SAP ECC modules and improve the overall User Experience (UX) through the deployment of SAP tools including Fiori Applications, Personas, and WebDynpro. These SAP tools, new to the State, required several enhancements and upgrades to the State’s SAP landscape including new SAP Gateway Components, new Fiori Application Components, new Web Dispatcher components, and SAP Support Pack and Kernel upgrades.</p> <p>Genesis provided configuration, problem resolution, programming, analytical, infrastructure and other support services for planned and unplanned (problems) tasks required in support of the AASIS system and all its related components: Financial, Logistics, HCM and SAP Enterprise Portal system and its related components.</p> <p>Task areas included:</p> <ul style="list-style-type: none"> Functional and implementation analysis and/or studies, as requested. Planning - A plan for each assigned request including level of effort and resource requirements. Analysis and Design – Analyze assigned requests for the changes required and provide design services to include activities such as business, technical and legal requirements definition, technical and functional specifications, and detail design documents. Development – Provide development services to include installation, configuration, and customization, ABAP/JAVA/XML or other SAP supported development, and creation of data/information structures necessary to meet the identified requirements. Configuration and customization includes enterprise, general, application and object specific activities as well as database administration required to perform these tasks.



State of Arkansas	
SA Relevance	Project Description
	<ul style="list-style-type: none"> • Installation and Testing – Install the changes in the development and test regions. Provide test results demonstrating the successful completion of each support request. • Implementation – Upon approval of the State, implement the changes in the production environment. • Knowledge Transfer – Prepare state staff before implementing the changes to assume responsibility for continued support and enhancement of the system through both formal. • User training and on-the-job knowledge transfer. Documentation of all customization, configuration and customer specific development along with procedures for ongoing maintenance. • Post Implementation Support – Provide support to resolve issues and transition the maintenance of the changes to state staff for a period specified in the task order. <p>Key Challenges Challenges on the project include:</p> <ul style="list-style-type: none"> • Abundance and traditional reliance on manual data entry and manual customer service activities which slows the process and takes focus away from core hiring strategy and people management • Arkansas team reliant on slow data entry for personal data, benefits and payments, appraisals, training, corporate info, life and work events, travel management, career and job issues. <p>Results/Outcome</p> <ul style="list-style-type: none"> • Upgraded infrastructure to support the Fiori Framework including Mobile Device Capabilities • Completed System Configuration for ESS Time and Leave, Performed Workflow Configuration for Automated Approval Processing, and Organized Structure Master Data Clean-up • Achieved all project milestones and targets on schedule and on budget

2.2.9 US Department of Agriculture, Office of the Chief Financial Officer

USDA OCFO - FAS	
SA Relevance	Project Description
<ul style="list-style-type: none"> • SA 1: Consulting on Management Strategy • SA 2: Project Management • SA 3: Program Research, Planning, and Evaluation • SA 4: Provision of Studies, Analyses, Scenarios, and Reports • SA 5: Executive/ Management Coaching Services 	<p>Dates of Engagement: 01/2012 - Present</p> <p>Project Description</p> <p>The Foreign Agricultural Service (FAS) links U.S. agriculture to the world to enhance export opportunities and global food security</p> <p>Global network of 96 offices covering 169 countries Offers programs and services for Trade Policy, Market Development and Export Assistance, Data Analysis and Food Security Budget: \$2.3 billion</p>



USDA OCFO - FAS	
SA Relevance	Project Description
<ul style="list-style-type: none"> SA 6: Customized Training SA 7: Assistance with Policy and Regulation Development SA 8: Process and Productivity Improvement SA 10: Advisory and Assistance SA 11: Systems Alignment and Consolidation SA 12: Comprehensive Grants Management Services 	<p>Manages over 130 Grant Agreements for over 50 organizations</p> <p>The Foreign Agriculture Service (FAS) was an agency with disparate transactional systems, inconsistent data, inaccurate reporting, inaccessibility to information and undefined and overlapping business processes. FAS has been able to leverage Lean Six Sigma to improve their agencies' operations and implement best business practices for financial and business operations. FAS was one of the first agencies to go-live in the USDA's enterprise deployment of SAP as their core financial system.</p> <p>FAS contracted with Genesis Consulting to leverage their Public Sector experience to focus on operational improvements in Federal financial management, budgeting, accounting, billing, and reporting. FAS has been able to realize operational efficiencies and streamlined business processes by providing a comprehensive set of tools to manage their global operations. Genesis also conducted an initial assessment and developed the strategy, approach and plan to optimize SAP operations. Genesis also mentored and coached teams to clear over \$400M in unliquidated obligations, \$200M in unbilled revenues, \$100M in rejected transactions, and the reconciliation of the agency's trial balance. Genesis also led the development and delivery of standard operating procedures and SAP business process training. Further, Genesis led the Lean strategy to optimizing financial business operations and SAP sustainment.</p> <p>FAS has subsequently launched initiatives to optimize business functions related to Grantor Management, Budget Formulation and Execution and Operational Reporting. Genesis Consulting has led the efforts as Project leads and Solution Architects and led the Blueprinting and Design for these projects. FAS will be one of the first Federal government entities to implement SAP's PBF solution. Genesis is driving the requirements, blueprint, and solution design for this project. Genesis Consulting has been leading the efforts for the design and development of the Business Objects Operational Reporting project. This initiative delivers Executive Dashboards that brings financial data, combined with Program metrics, and strategic plan information through a series of dashboards and reports. This initiative will bring information from disparate systems and databases into a single view to optimize reporting and provide real time information to business users for better decision-making and analysis.</p> <p>Key Challenges Challenges on the project include:</p> <ul style="list-style-type: none"> Lack of checks and balances with Grant administrative requirements Segregation of duties not complete or compliant Lack of transparency and standardization Lack of compliance with Grants management statutes Program managers spending too much time on administrative tasks and not enough time evaluating programs Large unliquidated obligations <p>Results/Outcome</p> <ul style="list-style-type: none"> Reduced grant management systems across IT Portfolio – reducing maintenance, operating, and licensing costs Captured the entire Grant lifecycle online to reduce manually intensive procedures



USDA OCFO - FAS	
SA Relevance	Project Description
	<ul style="list-style-type: none"> Increased grants compliance and control Achieved Segregation of Duties required for full compliance Enhanced accuracy and timely reporting Improved financial visibility and data analytics Improved internal and external customer service Greatly reduced payment times from 1-3 months down to less than 5 days Improved compliance with the Prompt Payment Act, resulting in savings from late payments

2.3 Resumes and Sample Personnel

Genesis has provided a selection of sample resumes to the State, submitted as an additional upload with this Response.

These individuals embody the knowledge and ability to deliver across the eleven (11) service areas for which Genesis is proposing for the State of Florida. The table below summarizes the service area specialties and qualifications of the sample resumes submitted. All work performed by all sample personnel was conducted by employees of Genesis Consulting.

Service Area (SA)	Service	Jason Fair	Nick C.	Beth Hatter	Brad H.	Ivan J.	Bruna N.	J.J.	Dev S.	A.J.
1	Management Strategy Consulting	X	X	X	X	X	X	X	X	X
2	Project Management	X	X	X	X		X	X	X	
3	Program Research, Planning, and Evaluations	X	X		X	X	X	X	X	X
4	Studies, Analyses, Scenarios, and Reports	X	X	X	X	X	X	X	X	X
5	Executive/Management Coaching Services	X	X	X	X	X	X	X	X	X
6	Customized Training	X	X	X	X		X		X	
7	Assistance with Policy and Regulation Development	X	X	X	X	X		X		X
8	Assistance with Process and Productivity Improvement	X	X	X	X	X	X	X	X	X
10	Advisory and Assistance Services	X	X	X	X		X	X	X	X
11	Systems Alignment and Consolidation	X	X	X	X	X	X	X	X	X
12	Comprehensive Grants Management Services	X	X			X	X			X

*Genesis has opted not to propose on Service Area 9: Expert witness services in support of litigation, claims, or other formal cases relating to management consulting; therefore, it is not included in this table.



3 PROPOSED SOLUTION AND ABILITY TO PROVIDE SERVICES

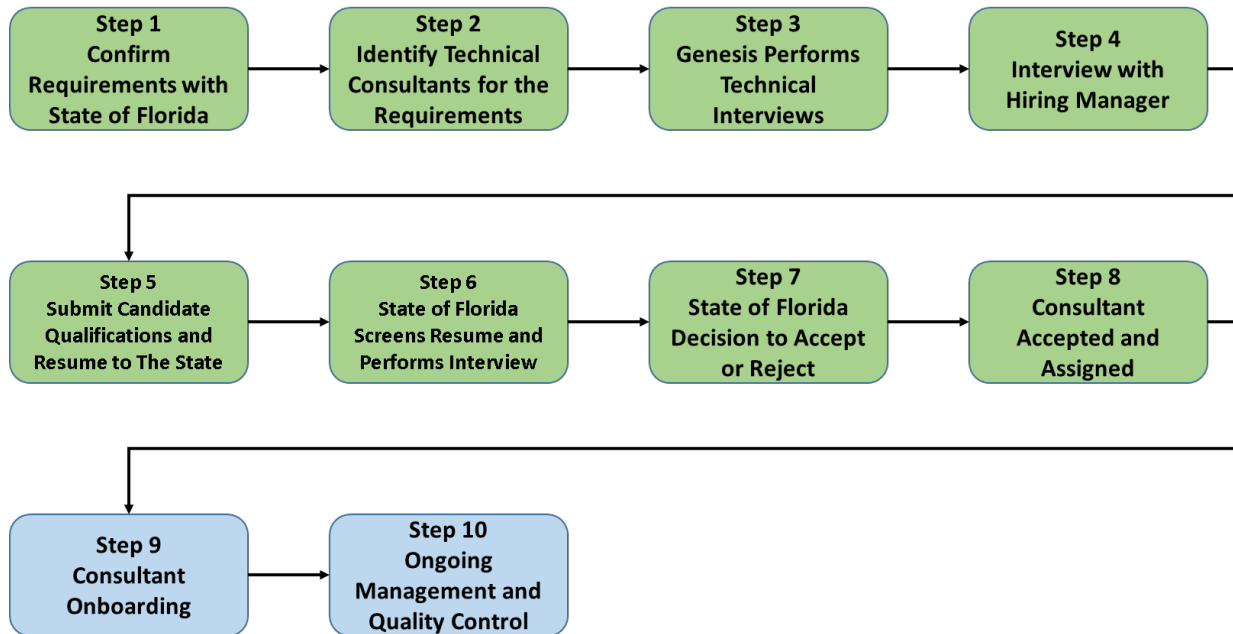
Providing Management Consulting Services in an everchanging environment requires constant innovation and execution of new strategies. In order to best serve our diverse set of clients, Genesis offers advisory, assistance, guidance, consulting, and implementation services tailored around the private and public sectors. Prior to service delivery, proper personnel staffing and contract management are paramount to upholding our high Management Consulting standards. Genesis drives Professional and Management Consulting requirements using a custom business need focused approach by matching technology and personnel to each case need, enabling value through process efficiency and resource optimization.

3.1 Staff Selection, Recruiting, and Resource Methodology:

Our staff selection process starts with Florida's requirements to meet specific business and programmatic objectives and then targets labor categories in the RFP that cross-reference to project needs. This ensures that the basic labor and experience requirements are met up front and then allows for specialized focus to take place after initial compliance is reached. Proper alignment of resources to the organization and project are critical factors that Genesis uses to increase the success probability of the State's goals while minimizing project risk. Our staff selection process includes defining the organization chart and the key positions and leadership roles that are important to project completion. This process and alignment incorporates many high-level features and benefits by:

- Integrating our team into a defined governance structure to increase our collaboration with government project personnel and our team's status reporting requirements.
- Establishing accountability by organizational area and creating a link between the work breakdown structure (WBS), project work plan, and deliverables. This alignment clearly defines ownership for the identified tasks and deliverables in the Statement of Work at the task order level allowing for greater control and accountability.
- Giving Genesis responsibility for our resources and contractual delivery obligations. This will provide the State with a single, accountable point of contact.
- Enabling the transition of knowledge from the Genesis Team members to the customer.

At the core of any successful initiative there is a synergized team of specialized talent, driving towards a set of mutual goals. Our Resource Development Team has the technical aptitude, the network, the relationships, the work ethic, and the ability to deliver repeatable performance excellence. Using the procedure outlined below, Genesis recruits and qualifies personnel to ensure that the appropriate staff is presented to the State of Florida for interviews, evaluation and determination of acceptance. In addition, we incorporate our onboarding and ongoing performance management to enhance the quality of our services:



Genesis utilizes three key sourcing strategies to identify talent:

- Vetted or Staffed Consultants** – Genesis is a consulting firm which hires, retains, and works with experienced and quality employees who have staffed services in line with our scope and standards in the past. A key step to staffing any project is an assessment of the positions of need in comparison to our current staff. If we do not have a resource on staff that can be assigned to a project, we reach out to other vetted consultants in our internal database who possess past performance with Genesis and have given us permission to contact them regarding future assignments. Candidates are contacted based on merit with respect to the specific bid requirements.
- Incumbent Staff Capture** - We place the utmost importance on attracting and retaining key personnel to be able to provide quality services to the State. Attracting and retaining the personnel at all levels within the organization is what sets Genesis Consulting apart from our competition and promotes for high levels of client satisfaction and service delivery. Our best-practice approaches build on continuous attention and timely communication between the government and our staff during the period of performance to help our consultants make sense of the uncertainty inherent in organizational change. Ultimately, what many clients and consultants want most of all is clarity about their future with the project. Genesis, when able, tries to keep consistent, qualified hands working on projects to reduce risk and ease tension cause by transition.
- Trusted Strategic Suppliers** – We understand there will be situations where our network may not provide the candidates qualified for a specific requirement and/or prior incumbents do not exist or are not qualified to remain in service. In addition to our resource network, we have agreements with specialized, strategic partners. With these partners, we have a non-disclosure agreement that helps protect the interests of our clients and our own organization. Genesis uses this expanded network to address potential gaps by tapping into resources that are in the internal databases of our partner companies.

**Resource and Skillset Qualification:**

Genesis' diverse client portfolio allows us to field and qualify a wide variety of professional and management consulting service candidates on a global scale. Genesis is currently delivering services in 5 different countries on 3 different continents worldwide. By drawing upon our experience across multiple sectors and in multiple environments, we have practices in place that focus on the screening process used in validating skill and experience. We screen and validate all candidates for submission on any client project or program in order to ensure that all qualifications are met or exceeded.

- **Screening** - Our Resource Development Team conducts extensive functional and technical screenings following the initial identification of possible candidates. Our recruiting team is well versed in SAP, Agile, ERP, and IT technologies in addition to a plethora of consulting and professional services. We have very developed networks and personal relationships with some of the industry's most reputable consultants. Prior to the formal screening, our team compiles detailed job requisition documents by cross referencing the Florida job family description requirements, the task order level statement of work, and Genesis corporate standards documentation to prepare for the candidate identification and recommendation phase. Minimum employment standards will be aligned to ensure that candidates will meet all State requirements. Task Order level, project specific requirements, will be given priority in the case of technical skill sets when evaluating candidates. The phase concludes once the Genesis Recruiting Lead sends a list of candidates to a subject matter expert on staff for review, validation, and verification.
- **Subject Matter Expert Review** - Our subject matter experts conduct thorough reviews and interviews of each candidate. Candidates are assessed for their experience and their fit with the client project requirements and then ranked independently of the initial recruiter assessment. The ranked assessment is then returned to the Resource Development Team for phone and in person interviews. Personal references are checked and are considered input to the candidate evaluation to validate the truthfulness of the resume to include education requirements. Resources recommended for hire are then processed to the next step.
- **Selection & Assignment** - A review of all evaluation, offer, and client requirements is completed by an Executive Genesis team member. Additional interviews or conversations may be conducted because of review feedback. Once these steps are complete to the satisfaction of our executive team, the Genesis team will work with the State to ensure that all internal evaluation and selection requirements have been met. Once acceptance of a candidate has been extended by the Florida, either in the form of contract award or otherwise, Genesis will confirm the position with the prospective team member starting the hiring phase.

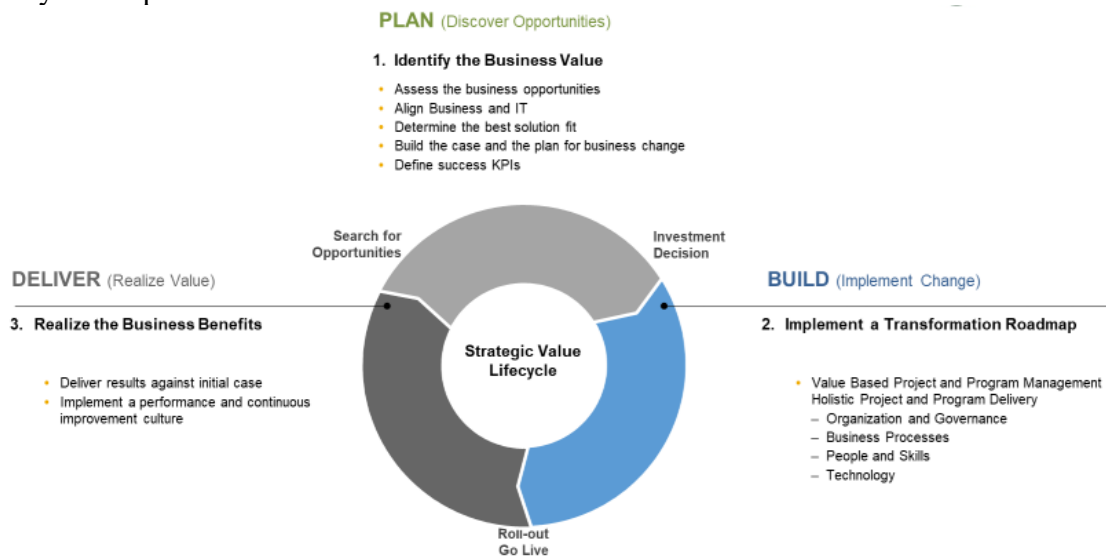
Employment Standards: At Genesis, we formally document and require all employees, subcontractors, and any other consulting staff to conduct training on our minimum standards, code of ethics and conduct policy. Genesis's Code of Business Ethics and Conduct ("The Code") applies to all employees. As we do business with Federal, State, and Local Governments, we have an obligation to comply with Federal, State, and Local regulations and compliance requirements related to Business Ethics and Conduct.

Genesis has provided a set of representative resumes as part of this submission to demonstrate our corporate qualifications and ability to deliver on the service categories listed under the Management Consulting Services Scope.

3.2 Management, Coaching, and Delivery:

3.2.1 Overall Methodology and Management Consulting Strategy

Genesis has developed a Plan, Deliver, Build approach as part of our Advisory and Management Consulting Solutions (MCS) methodology over the course of providing services to multiple clients. Working in multiple markets and business environments has allowed us to take strengths and observe differences across different sectors to baseline our process. A critical first step to providing MCS, regardless of client, is being united and on the same page regarding mission scope, business functions, IT and technology needs, and business plan. We use the discovery phase to identify and align business, functional, and organizational needs to the proper solutions and identify successful KPIs early in the process.



Successful planning accounts for the strategic capabilities of the organization, including project management and resource management capabilities so Genesis personnel works closely with stakeholders and project staff to ensure understanding, schedule, metric targets, and business goals. Business Process Management Consulting is achieved via the seamless integration between services and technology and we seek to map out this integration early in the process and offer subject matter expertise in a variety of toolsets, technologies, and processes using experienced and certified personnel.

Following the Planning Phase, we deliver results by making investment decisions based on an understanding of the business case and payback ramifications based on business, organizational, and IT needs tailored to each client's success. This allows for the creation of a Transformation Roadmap this is value-informed, holistic, and accounts for critical aspects of organizational and business governance including the roles and responsibility of program/project members and stakeholders.

3.2.2 Project and Portfolio Management and Program Evaluation Strategy

Managing programs and projects in large enterprises is a complex and challenging endeavor and many organizations experience huge problems in achieving their goals. Our Project Management Methodology defines the full life cycle of project management and presents processes, tools, techniques, templates, and example artifacts that enable effective execution of engagements. It also provides a consistent discipline for managing engagements across customer work streams and can be tailored to satisfy customer requirements, but inherent principles will not be compromised.

Ultimately, our Program Management Approach is derived from our overall methodology and grounded in agile practices. It seeks to minimize primary short comings that often arise in:

- Alignment of projects with strategic objectives
- Allocation of resources to most important projects
- Management of dependencies and risks
- Consistent measurements and progress reporting



Our approach combines leading practices and proven methods derived from our years of consulting/implementation experience. It considers the application architecture and development tools of all major applications and provides approaches to accelerate the overall implementation schedule, while effectively managing risk. We have implemented this approach at both public and private sector clients, including state and local governments.

Project Management as a discipline is core to the ability to perform and successfully conclude engagements and our program and project research and evaluation experiences is centered around this concept. Following a project management discipline ensures that sound business principles are applied to the overall effort. Failure to successfully found a project or program using core, proven principles, with realistic goals and milestones centered around budgetary, capacity, technological, and capability-based objectives often leads to compromised delivery. Through all our delivery processes, we offer more than just functional and technical competence, we also provide process management and program planning and evaluation services to further our client's mission-based objectives given their goals within established and agreed upon timeframes.

3.2.3 Coaching Framework, Strategy, and Training Approach

Genesis' expertise in coaching at the enterprise and team level using Lean and Agile practices and principles stems from our diverse experience on a number of projects across many different sectors and markets. Coaching goes beyond principals and knowledge of methodology but incorporates change management and organizational psychology principles to facilitate and nurture a cultural shift at both an enterprise and team level. Our coaching focus is to build a network of coaches



acting as change agents with the knowledge, skills and abilities to lead and coach the organization to meet its business and agility goals. Coaching new coaches requires a unique approach with a combination of teaching, mentoring, and supporting the new coaches as they gain experience and the organization grows in its agility.

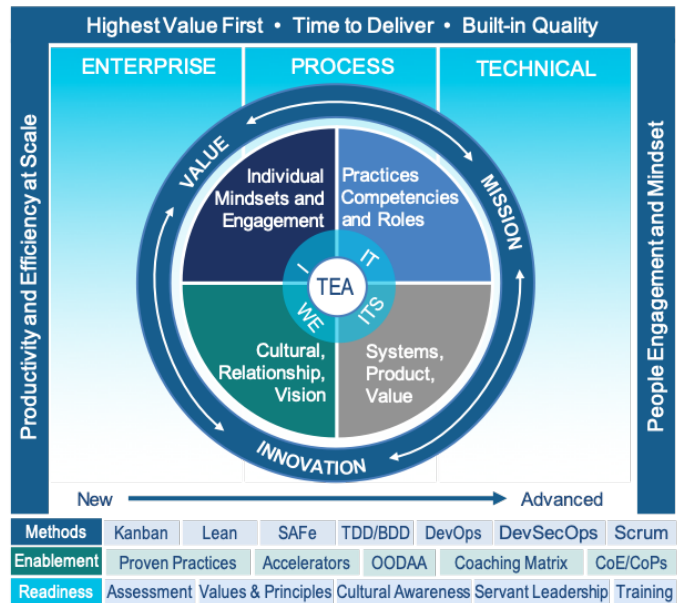
Our multi-step approach to building a coaching competency, the Genesis Coaching Framework, structures how to best engage coaches to achieve their desired outcomes. Our approach includes:

- ***Define the Outcomes and Key Results (OKRs)*** – Align strategy, mission, and vision with desired outcomes. Define specific goals for each objective that is measurable and achievable within a 12-month time period.
- ***Use a Coaching Framework*** – Provide Coaches a framework that enforces proven principles and aligns coaching activities, tools to enable the teams they coach.
- ***Assess the coaching capability and capacity*** – Assess the coaching skills, competencies and experience and identify strengths and weaknesses. Develop a coaching strategy that aligns coaching strengths to the maturity of the target community. Consider future needs and experience to support upcoming demand, coaching requirements, and risks.
- ***Create a Coaching Backlog and Roadmap*** – Identify specific coaching activities and enablement activities that provide coaches with the knowledge, skills and tools to drive teams to deliver the OKRs.
- ***Coach and Mentor coaches / Knowledge Transfer*** – Create individual and group mentoring and coaching sessions with the Coaches. Focus on individual advancement of coaches' skills as well as enhancing the performance of teams and portfolio to achieve goals and objectives. Create Communities of Practice (CoPs) to network and share knowledge and experience on common interests.

The Genesis Coaching Framework is based on our extensive experience in leading large-scale transformation initiatives and supports the maturity model and assessment process by building a similar framework for the coaches to operate within with skills and techniques ranging from new to advanced. By focusing on the three dimensions of Enterprise, Process, and Technical coaching, we support coaches in a holistic view of changes that need to occur and in broadening their understanding of how challenges may arise across these different areas. For example, a team may implement automated testing but if a team needs to interface with other products across the enterprise, the coaches need to raise this awareness and have the teams work together to build shared automated tests to cover those intersections. Our holistic coaching framework foundation of methods, enablement, and readiness supports the coaches in using the developed maturity objectives and assessment tools but highlighting areas for improvement, providing methods to make progress towards the desired goals, and providing a framework of approaches to enable the teams and organization to improve and to embed the changes into the culture.



At its core, the Genesis Coaching Framework, leverages an Integral View of Agile Team Health adapted from the Agile Coaching Institute. The coaching framework is based on assessing four perspectives to coach teams to effective outcomes. The core is based on assessing 4 perspectives to coach teams to effective outcomes: Individual Mindsets and Engagement (I), Practices, Competencies, and Roles (IT), Cultural, Relationships, Vision (WE), and Systems, Products, Value (ITS). Agile coaches tend to show bias based on individual experiences and strengths. To remove this bias, Team Genesis equally assesses both the singular vs. collective perspective, as well as the tangible vs. intangible results to effectively coach high performing teams.



Our Framework also considers Value, Mission and Innovation in aligning teams to prioritize work, focus on value, and deliver results. As objective coaches, we must adapt our coaching approach based the team's agile maturity and adoption. Additionally, we use 5 key desired outcomes that frame and guide our coaching approach and activities to enable teams to deliver tangible results. These include: Productivity and Efficiency at Scale, Highest Value First, People Engagement and Mindset, Time to Deliver, and Built-In Quality. The foundation of our framework includes various Methods, Enablement, and Readiness coaching tools and techniques that Team Genesis brings to each coaching engagement, enabling teams to deliver incredible results.

We also mentor and develop new coaches, working with them to understand the current state of the agile adoption and define the goals of the future state. Genesis coaches will train and mentor the coaches in important skills such as how to coach teams through the various stages of maturity, how to hold effective coaching conversations, how to recognize and bring team awareness to agile anti-patterns, and how to achieve desired outcomes. Technical coaches will learn to work on how to build tool adoption and automation into team development flows.

3.2.4 Grants Management Services

Genesis Consulting acts as a Grantor and provide Federal grants administration and support functions working with grant recipients and federal sources to ensure that grant monies from federal programs gets into the hands of the designated recipients. Our employees support both the technical and functional sides of grant management with services including records management, grants system support, solution and systems consulting and advisory services, and interface software support. Our Senior Level consultants possess over 10 years of service experience and have consulted at government clients on future processes that will be designed with special focus on weakness/pain point elimination, organizational structure/changes, mapping of solutions and systems to processes, and ease of grant distribution as we further our client's goals of accurate and prompt distribution of funds and keeping back end systems operational and modern.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Genesis Consulting Partners, 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:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with process and productivity improvement.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.

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:	Genesis Consulting Partners, LLC		
FEIN:	26-3381480	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	https://www.genesisconsulting.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	J.D. Weiman		
Email:	jd.weiman@genesisconsulting.com		
Phone:	804-955-4418	ext.	
Address:	1818 Library Street, Suite 500		
City:	Reston		
State:	VA		
ZIP:	20190	+4:	6274

Contract Administrator

Contact for escalated customer needs.

Name:	Cameron Chplin		
Email:	cameron.chaplin@genesisconsulting.com		
Phone:	804-523-8007	ext.	
Address:	1401 E Cary Street, Suite 401		
City:	Richmond		
State:	VA		
ZIP:	23219	+4:	4278

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.

Genesis Consulting Partners specializes in SAP, Oracle, and Pega implementations and/or upgrades as well as Management Consulting, Agile Coaching, DevOps, DevSecOps, and provides training programs around Scrum, Kanban, Agile, and SAFe.

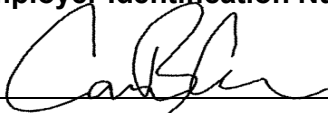
Genesis' experienced professionals team with clients to achieve business agility through alignment of their strategic vision, mission and processes. Genesis combines its Agile approach with enterprise

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: GENESIS CONSULTING PARTNERS, LLC

Respondent Federal Employer Identification Number (FEIN #): F263381480

Authorized Signature:  _____

Cameron Chaplin

Print Name: _____

Title: CFO _____

Date: 06/04/2020 _____

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.
