



**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 **MERIDIAN 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.

<b>Contract Requirement</b>	<b>Description</b>	<b>Frequency</b>	<b>Daily Financial Consequences for Non-Performance</b>
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](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](mailto: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](mailto: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.

**MERIDIAN PARTNERS, LLC**

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

DocuSigned by:  


DocuSigned by:  


**Wilberto Martinez**  
**Managing Partner**

**Tami Fillyaw**  
**Chief of Staff**

2/17/2021 | 2:58 PM EST

2/18/2021 | 4:54 PM EST

**Date:**

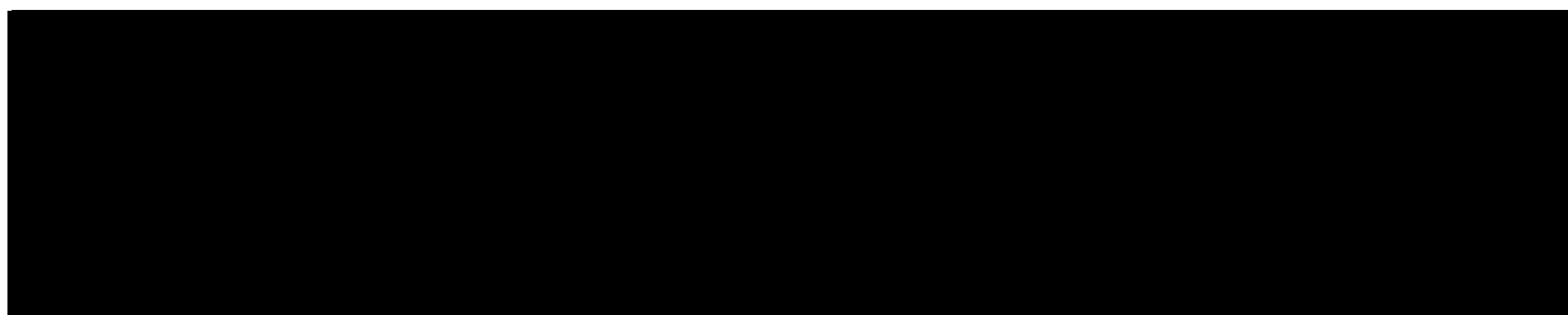
**Date:**

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

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

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$255.00	\$262.65
Senior Consultant	\$190.00	\$195.70
Consultant	\$155.00	\$159.65
Junior Consultant	\$100.00	\$103.00
Program and Administrative Support	\$45.00	\$46.35



**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](mailto: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](mailto: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**



**M E R I D I A N P A R T N E R S**

**TECHNICAL PROPOSAL**

**FOR**

**SERVICE CATEGORY 1: MANAGEMENT CONSULTING SERVICES**

**RFP 06-80101500-J**

**DUE JUNE 9, 2020**

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# 1. EXPERIENCE

## 1.1. MERIDIAN SUMMARY

Meridian is a full-service strategic consulting and implementation firm headquartered in Miami Beach, Florida with offices throughout the United States. Founded in 2000, Meridian has worked with many public sector agencies and private companies to provide strategic guidance as well as to implement new business processes and technology solutions. Meridian has also been certified as a minority business enterprise by the State of Florida.

Meridian is poised to provide high quality strategic advice to the State of Florida's customers using exceptionally qualified individuals. The staff has both breadth and depth of knowledge and experience in Management Consulting, with most senior staff having more than 20 years of experience. Meridian leverages its time-tested approach for selecting and retaining experienced, skilled staff with public sector knowledge.

Meridian has provided guidance and advice to school districts, higher education institutions, cities, counties, agencies, states, and multinational organizations, in addition to private sector companies.

Meridian is able to perform work in all regions, counties, and localities in Florida. Being a Florida company with an emphasis on locally provided services, Meridian make every attempt to hire local Florida staff first. Ninety percent (90%) of the billable consultants are based in Florida and are accustomed to travelling statewide when needed. Meridian's state-of-the-art communication systems allow staff to serve all clients 24 hours a day in a time sensitive, cost effective, and efficient manner.

A highlighted list of Meridian's clients is presented in the table below.

Multi-National Organizations	State & Local Government	K-12 School Districts	Higher Education	Commercial Accounts
<ul style="list-style-type: none"> <li>▪ United Nations</li> <li>▪ UN Relief and Works Agency</li> <li>▪ InterAmerican Development Bank</li> </ul>	<ul style="list-style-type: none"> <li>▪ Miami Dade County</li> <li>▪ South Florida Water Management District</li> <li>▪ Jefferson County, Alabama</li> <li>▪ City of Portland, Oregon</li> <li>▪ State of Arkansas</li> <li>▪ Commonwealth of Pennsylvania</li> </ul>	<ul style="list-style-type: none"> <li>▪ Broward County Public Schools</li> <li>▪ Duval County Public Schools</li> <li>▪ Miami Dade County Public Schools</li> <li>▪ Polk County Public Schools</li> <li>▪ Houston Independent School District</li> </ul>	<ul style="list-style-type: none"> <li>▪ Florida State College at Jacksonville</li> <li>▪ Miami Dade College</li> <li>▪ University of Florida</li> <li>▪ University of Miami</li> </ul>	<ul style="list-style-type: none"> <li>▪ Ryder Systems</li> <li>▪ Domino Sugar</li> <li>▪ JetBlue</li> <li>▪ Embraer</li> <li>▪ Dosal Tobacco</li> <li>▪ DHL International</li> <li>▪ Patriot Rail</li> <li>▪ Diversified Port Holdings</li> </ul>

## 1.2. RELEVANT EXPERIENCE

Meridian's two decades as a full-service strategic consulting and implementation firm have included engagements with a vast variety of clients. To demonstrate relevant Management Consulting experience, Meridian has selected seven clients that highlight the ability to deliver strategic guidance and solutions for real issues. In the table below, the engagements are cross matched to the specific RFP services to which Meridian is providing a response.

Experience	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 for Customer's Mission-Oriented Business Programs / Initiatives	Systems Alignment and Consolidation
United Nations	✓	✓	✓	✓		✓	✓	✓
Barfield	✓	✓		✓		✓	✓	✓
United Nations Relief and Works Agency (UNWRA)		✓	✓			✓	✓	✓
Commonwealth of Pennsylvania	✓	✓		✓	✓	✓	✓	✓
Broward County Public Schools	✓	✓	✓				✓	✓
Polk County Public Schools	✓	✓	✓	✓	✓	✓	✓	✓
Sonny's The CarWash Factory	✓	✓	✓	✓		✓	✓	✓

### 1.2.1. UNITED NATIONS

The United Nations is an international organization made up of 193 member states. Its current mission is to take action on the issues confronting humanity in the 21st century, such as peace and security, climate change, sustainable development, human rights, disarmament, terrorism, and humanitarian and health emergencies.

Meridian Partners was selected as a senior advisory team, working directly for senior UN leadership which included Assistant Secretary General Mr. Warren Sach and UNPD Director Mr. Dmitri Dovgopoly. Over a multi-year relationship Meridian Partners provided advisory services on several high-profile projects. The projects leveraged Meridian Partners experience and knowledge of the UN, NPO's, large ERP systems (SAP), technology infrastructure and program and project management best practices.



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**Procurement Advisory Services**

Meridian provided advice on the procurement, planning, and scope considerations of the global ERP rollout (called UMOJA). The team provided key input and review of the intended procurement process, identified risk areas, and suggested remediation approaches. A completed report and presentation to senior staff were the identified deliverables.

**ERP Implementation Approach Advisory Services**

The senior Meridian team provided an independent review of the proposed implementation approaches for the global ERP rollout. The team provided key input and review of the intended implementation process, identified risk areas, and suggested remediation approaches. A completed report and presentation to senior staff were the identified deliverables.

**Audit of Data Cleansing Project**

Senior Meridian staff provided a review and audit of the global data cleansing project. This included evaluating the data cleansing and conversion process as well as staff capabilities and execution. Meridian's detailed report and presentation to the Assistant Secretary General completed this effort.

The objective of each project was to provide actionable recommendations and strategies to improve project performance and mitigate or avoid identified issues and risks. These efforts required significant interaction with a variety of UN stakeholders. All findings were presented as formal written professional opinion reports and briefings to senior leadership.

**1.2.2. BARFIELD**

The purchase of Barfield, Inc. by the Air France – KLM Group in 2014 introduced an opportunity of having four business entities (Barfield, AMG - Precision Electronics, AMG - Air-Pro, and AMG - Aero Technologies) on the same ERP solution which would support the overall company strategy.

Meridian was asked to facilitate the definition of the combined entities' functional requirements, compare multiple ERP's for inclusion into an evaluation, and provide a fact-based ERP recommendation.

The business requirement sessions were organized by area of expertise and resulted in prioritized requirements (critical, beneficial, wish list) across the business units. Additionally, six business scenarios were captured and documented for the ERP vendors to demonstrate. Unbiased evaluation criteria and the scoring methodology (covering functional capabilities, ease of use, implementation and support costs, company stability, etc) were also determined prior to the on-site vendor demonstrations.

The resulting advisory document included:

- Project vision, goals and critical success factors
- Prioritized functional requirements
- Vendor presentation and proposal evaluations
- Recommended solution
- Costs and preliminary business case
- Readiness assessment

At the conclusion of the engagement the findings were presented to the combined executive board.

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### 1.2.3. UNITED NATIONS RELIEF AND WORKS AGENCY (UNWRA)

UNRWA provides education, health care and social services to 5 million registered refugees of various conflicts and their descendants in the Middle East. It is the largest agency of the United Nations, employing over 30,000 staff with a total budget of 1.2 billion dollars.

UNRWA and other UN agencies continue to make significant investments in the implementation of integrated, organization-wide solutions. The Meridian team completed a full audit and assessment of the readiness and progress of the UNRWA SAP Human Capital Management (HCM) implementation efforts.

The Meridian team was tasked with validating whether the project was on schedule and progressing according to the current, agreed upon plan and identifying potential risks in the design and implementation process as well as proposing actionable mitigation strategies where appropriate.

As part of this strategic effort, Meridian staff:

- Reviewed the current state of functional specifications and design documentation and traced the requirements to the SAP Business Blueprint
- Audited the current state of system implementation and traced the implementation to the functional specifications
- Audited the overall solution design's conformance with SAP best practice and identified areas of weakness and provided actionable recommendations to improve solution quality and maintainability
- Reviewed technical integration object design and recommended changes to remediate the identified critical flaws
- Audited the strategy and design of the data migration approach and its consistency with the solution
- Audited the payroll parallel run approach

The engagement validated the implementation progress, made several best practices and risk mitigation suggestions, and helped ensure a smooth launch.

### 1.2.4. COMMONWEALTH OF PENNSYLVANIA

The Commonwealth of Pennsylvania Budget Office is tasked with creating and managing a \$78B budget across 85,000 employees and over 50 unions. The Budget Office must balance the direction and needs of many constituencies including the executive and legislative branch of the Commonwealth and the citizens at large, while providing transparency into a complicated process that must be completed in increasingly compressed timelines.

The Meridian team worked with the Budget Office to:

- Re-design and streamline the budget process
- Eliminate manual data entry
- Automate the creation of reports
- Improve information transparency and availability
- Make it easier for state agencies to maintain their budget information

In addition to completing the business process re-design, Meridian implemented a system that supports the planning and budgeting process at the Commonwealth.

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### 1.2.5. BROWARD COUNTY PUBLIC SCHOOLS

Broward County Public Schools (BCPS) is the sixth largest school district in the nation. The school district has over 271,000 students, 15,000 teachers and 327 schools.

BCPS retained Meridian to perform a strategic review of its Enterprise Resource Planning system with a focus on processes and infrastructure. The team of experts from Meridian Partners provide guidance on suggested process improvements that align with the organization's strategic goals, external and internal audit controls, and accepted best practices.

Meridian utilized a user-centric assessment approach that considered the diversity of perspective among the users at various levels, locations, and roles throughout the organization. The effort devoted to performing a detailed assessment of system configuration, user roles, business processes, user experience, and unique business needs of BCPS was an investment that provided a roadmap that was thoroughly vetted for the optimal business outcome for stakeholders and streamlined the implementation process.

The Meridian engagement deliverables helped BCPS to create better controls, improve analytics, achieve time and cost savings from streamlined processes, and increased user adoption.

### 1.2.6. POLK COUNTY PUBLIC SCHOOLS

With more than 94,000 students, Polk County Public Schools is the eighth-largest school district in Florida and 31<sup>st</sup> in the United States. Polk has 160 school sites and centers including 66 elementary schools, 19 middle schools and 17 high schools. The district is the largest employer in Polk County with nearly 12,000 employees.

For over a decade, Meridian has provided Polk County Public Schools ("Polk") with both strategic advisory and technical services. On the technical front Meridian has provided implementation and support services for Polk's ERP system by implementing additional modules, providing ongoing production support, and recommending and implementing process improvements.

The Finance implementation project was completed on time and under budget. The scope of work included a full re-configuration of Finance/Funds Management including upgrades to the Budget Control System and New General Ledger, enhancements to Project Systems budgeting and master data redesign and enhancements. The system now conforms to SAP best practices for public sector, with a keen focus on:

- Improving audit performance and financial accountability through transparency to all stakeholders
- Empowering the schools to manage finances
- Enhancing the management of project/construction costs
- Laying the groundwork for future enhancements that focus on Student Achievement.

Meridian has also provided Polk with ongoing advisory services. Most recently, Meridian has performed a strategic alignment and planning project, focusing on Polk's multi-year technology plan. The project's goals focused on:

- Using a common business language founded in K-12 best practices
- Identifying process improvements to drive standardization and efficiencies
- Identifying areas for platform / infrastructure consolidation and modernization
- Enhanced resource allocations
- The impact of technology lifecycles on the business

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The Meridian team documented its findings, actionable recommendations, and multi-stage roadmap and presented to both technology and business leaders.

### **1.2.7. SONNY'S THE CARWASH FACTORY**

Sonny's The CarWash Factory is a one-stop shop with all the equipment, parts, education, software, and innovations for the automated carwash industry. Through many years of acquisitions, the organization realized that it needed a strategy to ensure its current and future technology (systems, applications, and infrastructure) was solid and extensible as the company planned its footprint expansion.

Meridian was engaged by Sonny's to evaluate the ability of its IT platforms and environments to scale and support the expected growth, identify weaknesses, and provide actionable mitigation plans.

As part of this strategic effort, Meridian staff:

- Held executive strategy sessions with the CFO, CEO, and senior staff to determine the five-year expansion approach
- Facilitated workshop sessions with key business leaders and internal technical staff to obtain insight into functional and technical concerns
- Conducted site visits to multiple divisions and locations
- Facilitated workshop sessions with IT vendors
- Conducted automated technology system analysis (hardware, software, and infrastructure)

The Meridian team documented its findings and recommendations, and presented the go-forward strategy first to the executive team before including a wider audience of business leaders.

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## 2. PROPOSED SOLUTION

### 2.1. SERVICES OFFERED

The Meridian Vision is: “to be the leading provider of management consulting and technology strategy and implementation services by helping our clients crystallize, refine, and operationalize their vision using a rapid, pragmatic, and focused approach.”

Meridian’s approach for each of the services requested by the State of Florida uses the same tenets.

- Lead clients to rapidly transform raw concepts into viable management strategies to enable quick, sustainable benefits
- Smart ideas are only the beginning - from concept creation through implementation, smart ideas require smart strategies in order to become sustainable successes

#### 2.1.1. CONSULTING ON MANAGEMENT STRATEGY

Meridian offers consulting to help organizations plan and develop the right management strategy to meet organizational objectives. The Meridian team is comprised of former executive, c-level executives, and experts who have proven experience aligning management strategies based on unique organizational constraints and goals.

Meridian has a twenty-year track record within and outside the public sector working and advising organizations. Meridian works to understand the unique capabilities and constraints of and organization then carefully crafts a management strategy to drive the desired result.

The Meridian services on management strategy focus on five target areas:

- The Concept / Idea – What is the opportunity? What are the risks? What is the overall objective?
- The Operational Model – Is there a plan? Will the client’s plan get them where they want to go? What gaps are there? Is the client’s model appropriate for the initiative?
- The Offering – What products or services will the client offer? What do the constituents want?
- The Implementation – What type of technologies does the client need to implement the plan? Will operations be insourced or outsourced? What key partnerships will the client need? How can the client increase minimize operational costs (effort) while maintaining quality?
- The Financial Framework – What are the implementation costs? Operational costs? How will the client need to phase deployment in order to manage costs?

Although every consulting engagement is unique, the first step is typically to review any existing client materials, research the current situation and readiness, then work closely with the client to refine the opportunity by either optimizing the solution approach or outlining the details of the implementation strategy, which may include a financial analysis of the initiative. The results are a strategy accompanied by high-level roadmaps that outline the steps needed to successfully take clients’ concepts to the next stage.

#### 2.1.2. PROJECT MANAGEMENT

Meridian offers several targeted project management services designed to help clients meet their strategic goals in an efficient fashion. The Meridian team is comprised of experts with key Project Management Institute (PMI) certifications and advanced degrees from top colleges and universities coupled with proven experience strategizing, planning, and delivering large scale results within and to the public sector.

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Meridian has a twenty-year track record providing:

- Project Management Strategy and Approach
  - The Meridian team works to understand the goals, capacities, resources, organizational rules, and constraints to recommend the most beneficial project management approach
- Project Management Plan Development
  - The Meridian team works with the client to create the plan capturing the resources, durations, effort, costs, and critical path dependencies that ultimately ensure that a project meets its objectives
- Project Management Audit
  - The Meridian team performs an independent review of the project management people and processes, identifies risks and issues, and provides an actionable set of remediation actions
- Project Management Execution
  - The Meridian team manages the project using PMI best practices

The Project Manager responsibilities will vary with the size and length of the project. These responsibilities include but are not limited to:

- Providing day-to-day project management
- Project goals and reviews of all team members
- Acting as the primary, daily point of contact for the client
- Working closely with the Meridian Managing Partner to ensure client satisfaction.
- Coordinating the creation, editing, and delivery of project documentation during each stage of the project lifecycle
- Assisting in the estimating the amount of work needed to deliver an effective solution
- Creating and working a project plan
- Creating a Communication Plan after norming
- Delivering projects on time and on budget while balancing Meridian's core values
- Managing resources through all stages of a project
- Promoting team development
- Completing weekly project status reports
- Conducting weekly status meetings
- Issues escalation
- Assisting in the creation of a plan to mitigate the risk of a project whose status is yellow or red.
- Ensuring accurate tracking of time and expenses for a project

### **2.1.3. PROGRAM RESEARCH, PLANNING, AND EVALUATIONS**

Meridian offers program research, planning, and evaluation services to help clients understand the impact of potential programs, plan appropriately, or evaluate program feasibility. Meridian is comprised of industry experts that understand the importance of properly identifying key stakeholders and establishing programs that are planned, managed, and evaluated in a way that demonstrates both the fiscal and civic values of those programs.

Meridian has a twenty-year track record within the public sector and private sector guiding the set up and evaluation of large programs. That experience includes the development of flexible methodologies, templates, and tools to measure KPI's and objectively plan and evaluate large scale and small programs.

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Meridian has guided both billion-dollar enterprise level software implementation programs and singularly focused programs at small government entities.

In addition to providing program guidance, Meridian can also help organizations establish proper data governance and implement technology that enables meaningful insights. Proper data governance and data stewardship maintains the integrity of the data which is critically important to public sector entities that have an obligation to provide data that is relevant and transparent. The technology enablers create the means to analyze data to evaluate program effectiveness and support program decisions.

#### **2.1.4. EXECUTIVE / MANAGEMENT COACHING SERVICES**

Meridian offers executive and management coaching services to help leaders by providing a personalized approach to help them clarify goals, achieve their objectives, reach their potential, act as a sounding board, and role grow into their new role.

Every Meridian client and project is assigned an Engagement Manager with unique skills and experience matched to that client's industry and needs. These Engagement Managers often held similar roles to their key counterpart and can provide firsthand knowledge and experience in tackling relevant issues and challenges. Many of Meridian's relationships as a trusted advisor to clients will last years or decades due to the steady and trustworthy relationships that develop to support many different programs and initiatives.

In addition to providing advisory guidance as part of the client relationship, Meridian also offers customized coaching and training programs to help executive leaders, rising managers, and teams both thrive and strive. Each customization is based on an informed understanding of what the client organization needs to be more successful, focusing on optimizing how the client —

- Leads and manages themselves
- Leads and manages their work
- Leads and manages their people
- Aligns behavior to organizational values and priority outcomes
- Works with and through each other to collaborate and co-create

Meridian develops each program in consultation with the client, beginning with a diagnostic phase to analyze organizational needs and determine associated best-fit coaching and training solutions. Each tailored program comprises one or more of the following based on diagnostic findings:

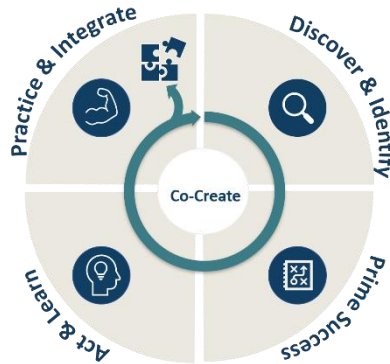
- 1:1 Coaching for executives, leaders, and managers
- Group Coaching for leaders or managers focused on specific needs (e.g., difficult conversations, psychological safety)
- Facilitated Training and Workshops for managers, teams, or all staff; topics include:
  - Giving and receiving feedback
  - Emotional Intelligence
  - Courageous leadership/Dare to Lead™
  - Operationalizing strengths and values
  - Trust and psychological safety
  - Goal and strategy setting
  - Reset and resilience after setbacks
  - Navigating change and transition

Meridian's experienced coaches use science- and evidence-informed frameworks and tools to both develop the coaching and training program as well as to engage with program participants. For each



engagement, Meridian selects a coaching team with the appropriate experience and certifications (e.g., International Coach Federation [ICF] certification, EQ-i2.0), drawing on its robust bench of seasoned professionals.

#### 4-Step, Co-Creative Coaching Approach



The International Coaching Federation (ICF) defines coaching as partnering with clients in a thought-provoking and creative process that inspires them to maximize their personal and professional potential.



**Discover and Identify.** With coaching support, the coachee will identify their vision and what’s needed to move closer to it. What’s the opportunity or challenge to address, and why does it matter? What’s in their inventory – strengths, existing initiatives, resources, opportunities – and what’s missing? Where do they have self-awareness, and where are their “blind spots?” What does success look like, and how will they measure it? This step includes self-reflection and assessment as well as multi-source assessments, stakeholder interviews, or shadowing, based on the overall coaching program scope.



**Prime Success.** This step focuses on conditions for success, including alignment among coach, coachee, and organizational sponsor(s). Based on step 1, coach and coachee will work together to align the coachee and their sponsor on expectations and goals. This includes identifying what will support success and what may get in the way (i.e., at the level of the coachee, supervisor, team, department, and organization). For example, who are the coachee’s allies and champions? How does the coachee get alignment and support, and from which stakeholders? What organizational realities or cultural norms are important context to acknowledge? What risks/challenges need to be addressed up front?



**Act and Learn.** Here is where the coachee is coached towards their goals as they build new mindsets and skills, take new actions, and learn. This phase carries the coachee through the evidence-based human learning loop: new self-awareness and skills → new choices → new actions → new outcomes. Throughout this phase, coach and coachee conduct periodic check-in discussions to reflect on progress and learning.



**Practice and Integrate.** As the coachee gets new outcomes, they learn what practices (or habits) they want to establish to solidify their new mindsets, behaviors, and skills into a way of being. They also assess their progress and identify new actions towards their goals or, as they achieve their goals, they set new goals upon which to continue their growth and development. E.g., Looking at your new outcomes, where are you now in realizing your vision? What are your “lessons learned,” and what do you want to do with them? Which skills and competencies do you want to continue building, and which are you ready to elevate and cultivate in others?



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### **2.1.5. CUSTOMIZED TRAINING AS NEEDED TO ACHIEVE A MANAGEMENT CONSULTING OBJECTIVE**

Meridian offers training services to achieve a management consulting objective. Fortunately, new learning concepts and technologies have helped positively change the methods by which learning occurs for the workforce. Many of these methods can be leveraged and applied to positively impact professional development at a staff level creating new opportunities to grow a community of learning, collaboration, and innovation.

#### **INITIAL TRAINING**

##### **Step 1: Development of the Strategy**

One of the key components to successful organizational change management is understanding the unique culture of that organization and developing a strategy that aligns with that culture. Meridian assists the client in developing a strategy that includes the following:

- Stakeholder Map: The Stakeholder map is used to identify all the personas needed to achieve the objective and to gain a better understanding how they engage and communicate. It is a critical first step for both the training and the communications plans. It divides project personas into four categories: meet their needs, get buy-in, keep informed and show consideration.
- Learner Assessment and Training Plan: An assessment of the delta between current performance and the desired outcome should be performed as part of determining the level of training needed. The learner assessment includes the following elements: need analysis, learner/context analysis, content outline, performance objectives, and instructional strategy. The training plan also includes consideration to:
  - Policies: Does the organization have policies or union contract considerations that could impact the training?
  - Staffing: Who will be assisting in the content review and delivery of the training?
  - Technology: Discuss the hardware, software (including authoring tools), and network connections that are required for training
  - Learning Resources: Discuss the resources, technical help, and supplementary materials that the trainees will have available to them

##### **Step 2: Creation of the Training Materials**

The training delivery method will be determined as part of the first step of developing a strategy. However, it will be equally important to develop materials that are more relevant to the specific organization. Based upon Adult Learning Theory the following principles will be applied to the training content:

- Learners will be involved in the planning and evaluation of their instruction
- Content will include the opportunity to learn through experience (including learning through mistakes)
- The content will be problem-centered rather than just content oriented and will clearly establish relevance and importance for their specific roles

##### **Step 3: Initial Delivery of the Training**

The initial round of training will be provided to key employees. In an organization that is large and federated, it is important to invest in more in-depth training for key employees that can help support the training and ongoing support of the rest of the training recipients. This allows the opportunity for

those employees to have input and potentially revise the training to make it more relevant to the organization (as listed in the principles of adult learning above).

#### Step 4: Assessing Readiness

Training surveys will be utilized to gauge input from the training attendees on the relevance and effectiveness of the training.

#### KNOWLEDGE SUSTAINMENT

After the initial rollout, it is important to also define and implement the plan to:

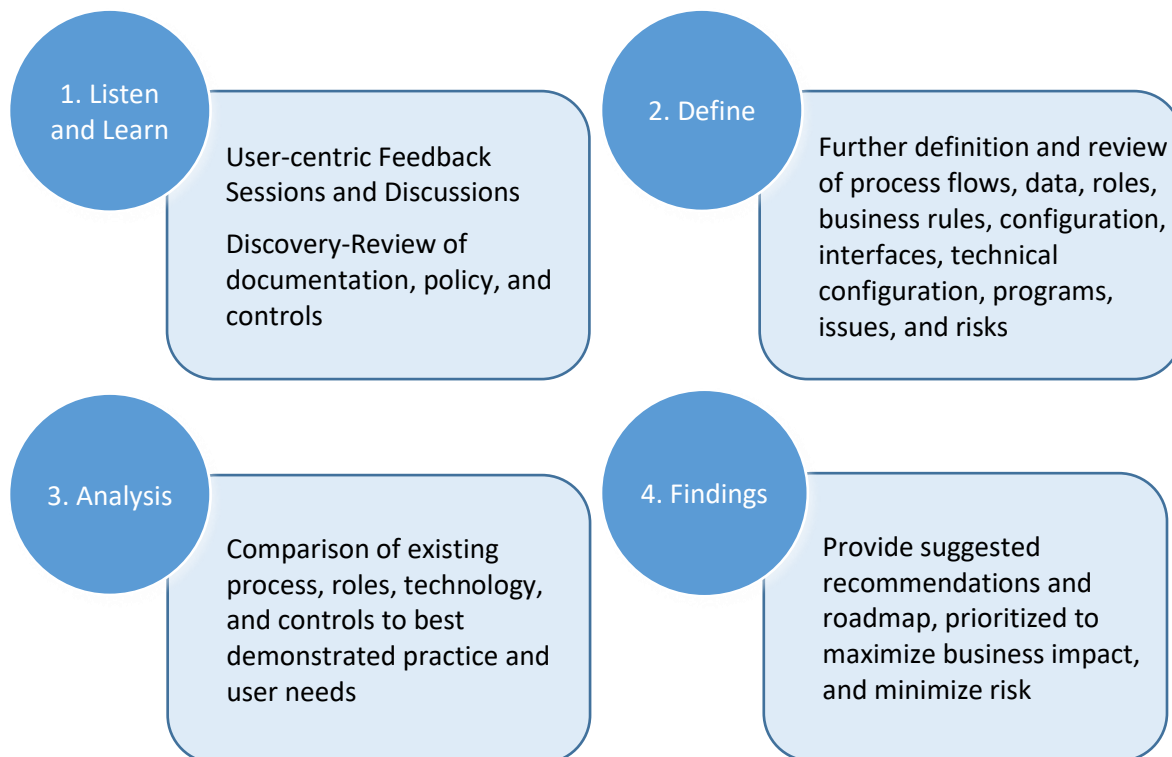
- Ensure trainees stay current on any changes to the program
- Train new employees
- Keep process and solution documentation current
- Provide adequate trainee support

### 2.1.6. ASSISTANCE WITH PROCESS AND PRODUCTIVITY IMPROVEMENT

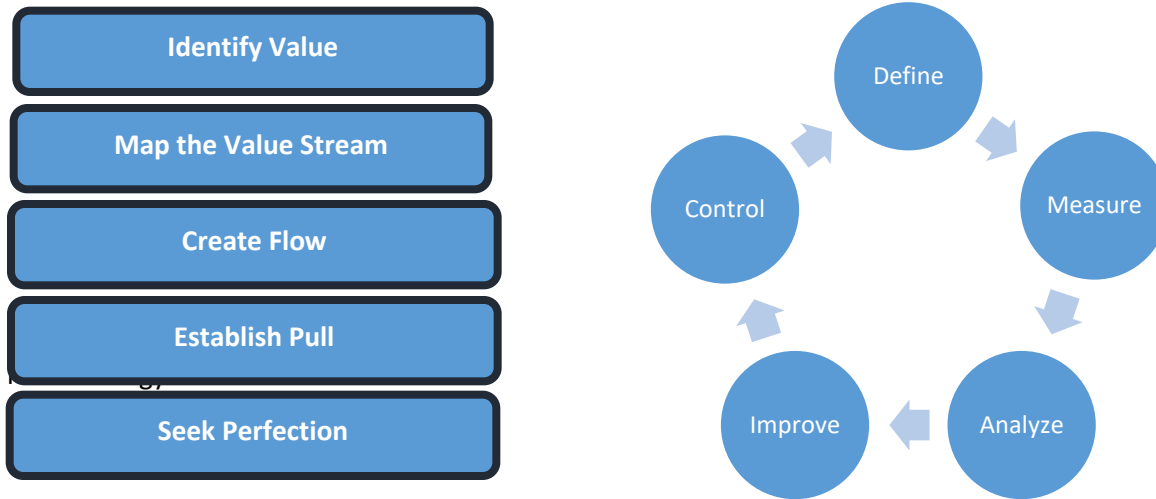
Meridian offers services and assistance focused on process and productivity improvement designed to help clients drive efficiency. The Meridian team is comprised of process experts that have collaboratively assisted clients in business transformation initiatives that create innovative change through the balance of people, process and platform.

Meridian has a twenty-year track record within the public sector working to understand and assess current state processes then presenting recommendations and improvements that create measurable, sustainable change through actionable recommendations.

This experience has driven the creation of a proven methodology and system that helps ensure success that incorporates the principles of both user-centric design through the following core actions:



For specific productivity or customer service issues, Meridian has experience in applying Lean Six Sigma principles and the DMAIC methodology to resolve business challenges and streamline public sector operations.



Meridian's iterative delivery method brings immediate value to client organizations while also providing continuous refinement and enhancement to achieve the desired results. The user-centric approach can help clients better prepare their workforce for the changes and improve user adoption.

### **2.1.7. ADVISORY AND ASSISTANCE SERVICES FOR CUSTOMER'S MISSION-ORIENTED BUSINESS PROGRAMS/INITIATIVES**

Meridian offers advisory services and assistance to help clients understand and execute on mission-oriented business programs and initiatives. Combined with proven experience developing and rolling out key business programs and initiatives, the Meridian team is ready to work collaboratively with the State's customers to provide advice and assistance.

Meridian has a twenty-year track record within and outside the public sector working to drive the attainment of key strategic goals. Meridian is often seen as a trusted advisor to clients and regularly coaches executives and program leaders as they plan, implement, and deploy critical programs and initiatives. The range and breadth of these engagements includes staffing programs, new technology implementations, business process improvements, reorganizations, and strategies for transforming business processes.

Every Meridian client (and project) is assigned an Engagement Manager with unique skills and experience matched to that client's industry and needs. These Engagement Managers often held similar roles to their key counterparts and can provide firsthand knowledge and experience in tackling relevant issues and challenges. Many of Meridian's relationships last years or decades due to the steady and trustworthy relationships that develop to support many different programs and initiatives.

Meridian also specializes in technology enablers that can automate business processes. It is common for agencies to have manual administrative tasks that consume the valuable time that could be spent on agency program initiatives to better meet the needs of key stakeholders, including its citizens. Examples include:

- Sigh Moments: Tasks where clients think "there has got to be an easier way" or the times when hours are spent in necessary but repetitive data entry

- Déjà vu moments: Steps in the process that are duplicative or steps that don't seem to make sense but "that is the way it has always been done"
- Folder frenzy: Steps in the process that are manually done outside of the system
- Baton handoffs: Steps in the process where the handoffs (or integration) between business areas is not smooth which sometimes results in the baton getting "dropped"

Government entities, like other organizations, rely on analyzing data to make business decisions. This is another area where hours get lost in trying to merge data elements from various systems and agencies to get to the format that is relevant or in some cases mandated. Meridian Partners has experience in helping organizations to utilize strategy and technology to automate the harmonization of data and allow the ability to present that data in a variety of ways without having to wait for the development of "a new report". New advancements in digital technologies such as machine learning enable organizations to process large volumes of data and yet quickly identify patterns or exceptions that are most critical to address. This can create a shift from a reactive organization to a proactive one.

### **2.1.8. SYSTEMS ALIGNMENT AND CONSOLIDATION**

Meridian offers system alignment and consolidation services to help create efficiencies. These efficiencies can dramatically help clients save money and time.

Meridian's team of experts utilize the proven Meridian methodology, templates, and tools to provide a mature framework for success.

- Understand the requirements, goals, and benefits
- Craft a customized plan and approach
  - Plan
  - Understand gaps
  - Identify and plan for risks
  - Communicate
- Execute and Measure
- Realize

The goals of alignment often include standardized processes, increased security, additional functionality, simplified support and maintenance, reduced technical complexity, and cost savings. The technical consolidation is often the most straight-forward component of the engagement. Meridian also ensures that key personnel concerns are addressed, including the perception of the consolidation and end user support / training.

### **2.2. APPROACH TO SERVICE DELIVERY**

Meridian combines its proven processes and methodologies with its experienced staff of thought leaders and experts to provide value in each engagement. While leveraging prior experience, Meridian is very cognizant that each client and project is different, and it pays special attention to the uniqueness of each situation. With deep experience in the public sector combined with Meridian's ability to apply its non-public sector client innovation to public sector organizations, Meridian is able to provide new efficiencies or recommendations to its clients.

Meridian's value proposition to clients is:

- A strategic foundation that leads to success in the execution stages of business development

- Greater cohesion and teamwork for the client's team as a result of defining and articulating a well-thought out and winning strategy
- The ability to identify challenges and mitigate risks before they arise
- An experienced team of strategy, business, technology, research, and process specialists
- A comprehensive, creative, pragmatic approach that yields an actionable plan and immediate results

### **2.2.1. METHODOLOGY AND APPROACH**

Meridian Partners knows that smart ideas are only the beginning. From concept creation through implementation, smart ideas require smart strategies in order to become sustainable successes.

The goals of every strategy engagement depend on the type of client, their goals, and their landscape. In the interest of providing a high-level overview of the goals and processes involved in a management consulting engagement, Meridian has provided the steps involved in a sample comprehensive strategy engagement below.

#### **Step 1: Opportunity validation**

During this stage the team focuses on identifying opportunities to leverage people, process or technology changes to accomplish a client's objectives. This may include analysis of how implementing best practices will impact an organization, or analysis to determine how a tool or technology may streamline operations, cut costs or increase revenues.

#### **Step 2: Business Model Optimization**

Working closely with the client, the Meridian team seeks to understand the vision of initiatives, provide subjective feedback and assist in further development and refinement of the targeted initiative. A quick assessment can be made using the Business Scorecard Assessment (an excellent entry or introductory offering for clients who are unsure of where to start). The Scorecard provides business planning and strategy feedback along four dimensions: 1) Opportunity, 2) Value Proposition, 3) Business Model, and 4) Viability / Sustainability.

The Business Plan Profile and Gap Analysis is a more in-depth profile and analysis that involves a series of client interviews combined with high-level market research. The analysis focuses on the client's business and includes industry and political dynamics, current opportunities, business strategies, agency program alignment, organizational landscape, products and services, potential customers / users and partnership and revenue models.

#### **Step 3: Change Management and Training**

Clients are recognizing the critical role that proper change management and training play in the perceived success of a business transformation initiative.

During this step, the Meridian team combines creative thinking, structured client brainstorming and formal constituent research to develop change management and training plans that meets the needs of the impacted audience.

#### **Step 4: Implementation Strategy**

The Implementation Strategy phase focuses on defining the next steps moving from idea generation and validation to the planning that is required to implement an initiative. These services result in high-level roadmaps that provide actionable timelines to build technology, develop operations, identify strategic

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partners and attract and retain customers. There is a broad suite of services in this area, all of which focus on execution of the initiative.

**Step 5: Financial Modeling & Advisory**

Once the client has clearly defined their focus, constituents, services offerings, technology and operational strategies, as well as possible partnerships and alliances, the Financial Analysts begin constructing their financial models. The purpose of these services is to provide the client with a framework of their business with specific details of their revenue sources, cost of services, fixed and variable SG&A components and Capital investments.

**2.2.2. STAFFING**

Meridian Partners' teams are led by seasoned professionals and are a cross-functional mix of consultants, analysts, and technologists. The unique combination of expansive, creative thinking combined with down-to-earth results that allow Meridian to help clients crystallize their thinking and rapidly transform their raw ideas into viable strategies that enable quick, sustainable operational change.

The typically team roles for a management consulting engagement include:

- Engagement Manager
- Project Manager
- Business Strategy Architect
- Technology Strategists/CIO's / CTO's
- Market Intelligence Specialists
- Financial Analysts
- Change Management and Training Consultants
- Operational / Business Process Consultants

## **Contract Attachment D**

### **Authorized Services List**

#### **Category 1: Management Consulting Services**

Meridian 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:

- 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 \*\*\***

<b>Contract Name:</b>	Management Consulting Services
<b>Contract Number:</b>	80101500-20-1

<b>Contractor Name:</b>	Meridian Partners, LLC
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<b>FEIN:</b>	65-1137748	<b>*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***</b>
<b>Website:</b>	www.mp.team	

## Customer Contact

*Contact for sales information, ordering, and billing questions.*

<b>Name:</b>	Wil Martinez		
<b>Email:</b>	sales@mp.team		
<b>Phone:</b>	305-444-1811	ext.	
<b>Address:</b>	1000 5th Street Suite 200		
<b>City:</b>	Miami Beach		
<b>State:</b>	FL		
<b>ZIP:</b>	33139	+4:	

## Contract Administrator

*Contact for escalated customer needs.*

<b>Name:</b>	Wil Martinez		
<b>Email:</b>	sales@mp.team		
<b>Phone:</b>	305-444-1811	ext.	
<b>Address:</b>	1000 5th Street Suite 200		
<b>City:</b>	Miami Beach		
<b>State:</b>	FL		
<b>ZIP:</b>	33139	+4:	

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



## Contract Attachment F No Offshoring

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

**Respondent Name: MERIDIAN PARTNERS, LLC**

**Respondent Federal Employer Identification Number (FEIN #): 65-1137748**

**Authorized Signature:** Wilberto Martinez

**Print Name:** Wilberto Martinez

**Title:** Managing Partner

**Date:** April 20, 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.

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