



**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 **PROCOM CONSULTING, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

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

**II. Renewal Term.**

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

**III. Contract.**

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

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

- a) Special Contract Conditions, Contract Attachment B
- b) 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.I)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.

**PROCOM CONSULTING, INC.**

DocuSigned by:



**Geir Kjellevoid**  
**Senior Vice President**

2/17/2021 | 10:03 PM EST

**Date:**

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

DocuSigned by:



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

2/18/2021 | 5:01 PM EST

**Date:**

Contract Attachment A: Cost Proposal

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	ProCom Consulting, Inc
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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	\$200.00	\$200.00
Senior Consultant	\$175.00	\$175.00
Consultant	\$100.00	\$100.00
Junior Consultant	\$60.00	\$60.00
Program and Administrative Support	\$20.00	\$20.00

**Contract Attachment B**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

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

### **1.1 Customer.**

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

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

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

### **2.2 Renewal.**

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

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

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

#### **2.3.2 Termination for Convenience.**

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

#### **2.3.3 Termination for Cause.**

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

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

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

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

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

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

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

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

#### **3.3 Payment Invoicing.**

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

#### **3.4 Purchase Order.**

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

#### **3.5 Travel.**

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

### 3.6 Annual Appropriation.

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

### 3.7 Transaction Fees.

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

### 3.8 Taxes.

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

### 3.9 Return of Funds.

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

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

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

### 4.2 Notices.

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

### 4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

#### 4.4 Contractor's Contract Manager.

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

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

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

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

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

## MANAGEMENT CONSULTING SERVICES PROCOM CONSULTING TECHNICAL PROPOSAL

ProCom Consulting (ProCom) has **more than 20 years of experience in Management Consulting Services**. Since inception, ProCom Consulting has provided over **15,000 resources** in support of our clients' mission-oriented programs and initiatives, with over **\$200 million** of consulting work. Given the volume of work ProCom does, we have honed our personnel practices and project approach to **mobilize the right resources** to efficiently perform the work our clients need, bringing a **diverse skill set**, and the ability to **provide service statewide**. We have a strong track record of continuity of clients and of personnel serving those clients, proving our process works.

One of our biggest strengths is the quality of our people. We have **seasoned experts** who understand the challenges of **government programs** from the perspective of their entire career devoted to this field. We have **seasoned consulting professionals with "Big 6" level expertise**. We offer this caliber of skills in a small company environment where we are flexible and nimble to meet your needs.

We understand the importance of supplying professionals who have deep relevant skills and experience including management consulting skills, government experience, functional experience, technology experience, procurement experience, and the ability to work as a team. We appreciate the hard and soft skills the resources need to possess to deliver optimal results to the client. We understand the importance of delivering high quality people who can perform the work.

### 1. EXPERIENCE

The following information highlights ProCom's past and current Management Consulting Service contracts. Due to the volume of our work over many years, we have included representative and important contracts rather than all our work. Should the Department desire more information, please do not hesitate to ask. We have highlighted in boldface type -- under the "**Key Services Provided**" section of each client -- the Florida Management Consulting (Service Category 1) **Services** in the experience listed below to demonstrate our capability to provide the services relevant to Florida.

ProCom provides management consulting services to government entities nationwide, from Florida in the Southeast to Alaska in the Northwest. The following **demonstrates our experience in providing services relevant to government entities**.

#### State of Florida – Agency for Health Care Administration

##### Management Consulting Services Performed

**Overview:** As a subcontractor to North Highland on the Strategic Enterprise Advisory Services (SEAS) contract, ProCom resources provide the expertise needed to develop the technical standards and propose solutions for the Medicaid Enterprise System (MES) in accordance with the US Center for Medicare and Medicaid Services (CMS) Conditions and Standards, including Medicaid Information Technology Architecture (MITA) 3.0, and provide strategic, programmatic, and technical advisory services for the Agency.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables as well as ongoing support for a portfolio of projects to further define and execute Florida's roadmap to a Medicaid Enterprise System with a vision to develop a modular system consisting of secure services which can interoperate and integrate. Category 1 Services provided included **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, **Advisory and**

**Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## State of Florida – Department of Children and Families

### Management Consulting Services Performed

**Overview:** ProCom Consulting has provided support for multiple initiatives, including overall agency assessment, programmatic transformation projects, technology strategy, large technology procurements, the agency innovation program, and operations performance management initiatives, as well as project management across multiple projects. Several of these projects also required an understanding of and ability to work across program and agency boundaries within Florida's Health and Human Services network of service delivery, including the Department's federal, state, and local partners.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, assistance with **Process and Productivity Improvement, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## State of Alaska – Department of Health and Social Services

### Management Consulting Services Performed

**Overview:** Alaska's current Medicaid program is not financially sustainable, and the Governor has directed DHSS to implement cost savings and containment measures to realign the program. As a subcontractor to Colston Consulting Group, ProCom resources assisted the agency to identify and implement cost savings, cost containment, and quality improvement strategies designed to make Alaska's Medicaid program more financially sustainable, accessible, and affordable, ensuring a balanced perspective—one that recognizes both the historical factors driving Alaska's Medicaid costs and the vision for the transformed system of the future. Our team members provided provide guidance on strategies designed to analyze and achieve cost effective policy reforms to transform Alaska's Medicaid program, advised and developed strategies for DHSS consideration regarding cost savings, program/divisional alignment with reform direction, Medicaid model transition, waiver development, and supported implementation for reform efforts, as well as guidance on strategies for creating a global roadmap to redesign Alaska's Medicaid system.

**Key Services Provided:** ProCom provided advisory services and support for development of major deliverable. Category 1 Services provided included **Consulting on Management Strategy, Program Research, Planning, and Evaluations**, provision of **Studies, Analyses, Scenarios, and Reports** relating to a Customer's mission-oriented business programs or initiatives, **Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## State of Arkansas – Joint Legislative Task Force on Health Care Reform

### Management Consulting Services Performed

**Overview:** As a subcontractor to The Stephen Group, ProCom provided project leadership in assessing the procurements and existing contracts for the Arkansas Department of Human Services. Advised legislators on business model, technology, procurement, and organizational improvements to pay for Medicaid expansion as federal subsidies begin to decrease. The team identified over \$60 million of annual cost savings across Medicaid programs.

**Key Services Provided:** ProCom provided advisory services and support for development of major deliverable. Category 1 Services provided included **Consulting on Management Strategy, Program Research, Planning, and Evaluations**, provision of **Studies, Analyses, Scenarios, and Reports** relating to a Customer's mission-oriented business programs or initiatives, **Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives.

## State of Georgia – Department of Community Health

### Management Consulting Services Performed

**Overview:** As a subcontractor to North Highland, ProCom resources provide the expertise needed to support the planning and project management for the Georgia Medicaid Enterprise System Transformation in accordance with the US Center for Medicare and Medicaid Services (CMS) Conditions and Standards, including Medicaid Information Technology Architecture (MITA) 3.0.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables, as well as ongoing support for a portfolio of projects to further define and execute Georgia's roadmap to a Medicaid Enterprise System with a vision to develop a modular system consisting of secure services which can interoperate and integrate. Category 1 Services provided included **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, **Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## State of Mississippi – Department of Child Protective Services

### Management Consulting Services Performed

**Overview:** ProCom provided technology direction to the Mississippi Department of Child Protective Services (MDCPS) on the replacement of their child welfare system to meet new federal standards. Developed solutions for modularizing the new solution and cost effectively selecting technology partners. Charted roadmap for the multi-year project and project managed the data, reporting and architecture teams. Aligned technology requirements with business process improvements to better meet the needs of field personnel.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Consulting on Management Strategy, Project Management, Program Research, Planning, and Evaluations**, assistance with **Process and Productivity Improvement, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## State of Mississippi – Department of Human Services

### Management Consulting Services Performed

**Overview:** The Mississippi legislature mandated the separation of the Family and Children's Services Division from the MDHS agency and the creation of the Mississippi Department of Child Protective Services (MDCPS). The work had to be done in a tight timeframe to meet court-ordered and legislative timeframes. The new agency had to stand up a self-sufficient Finance, Human Resources, and Information Technology Division as well as its own facilities, contracts, and continuity of operations plan. ProCom Consulting provided project management of the separation project as well as advisory services to assist the new agency with implementing best practices in every functional area. In addition, the agency redistributed funding for local county workforce levels to better manage caseloads in each county. ProCom worked to accommodate the additional personnel with both facilities and technical infrastructure in each of the 82 counties.

Mississippi lagged much of the nation on several of the federal indicators for Child Support Enforcement. Consequently, their federal matching dollars were sub-optimal. The agency was committed to improving performance as quickly as possible through internal people and process improvements, or potentially privatizing Child Support Enforcement operations. Our team assisted MDHS with an assessment of the Child Support Enforcement operations and an insource/outsource decision on legal and child support enforcement personnel. Assisted MDHS to conduct a vendor information day and draft an RFP for outsourced services for 17 counties. Worked with internal staff to use this RFP as the foundation for future outsourcing of the entire function. Worked with staff to review vendor proposals and help the evaluation committee ensure they compared "apples to apples" answers from each of the vendor responses. MDHS successfully transitioned this function to

a private sector vendor and has dramatically improved the performance on the key federal indicators for Child Support Enforcement.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, **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, **Systems Alignment and Consolidation**.

## State of North Carolina – General Assembly and Department of Administration

### Management Consulting Services Performed

**Overview:** The Department of Administration (DOA) acts as the business manager for North Carolina state government and provides internal services and programs for state departments. DOA oversees operations such as construction, purchase and contracting for goods and services, operation of a centralized motor fleet, acquisition and disposition of real property, and operation of auxiliary services such as parking, mail services, facility maintenance, and police protection for state government property. ProCom assisted the General Assembly (Legislature) Program Evaluation Division to evaluate the efficiency of the divisions and administrative activities of DOA and provide recommendations to reduce program costs. In addition to potential reductions in costs, the analysis of each identified efficiency opportunity considered the feasibility and cost of implementation as well as the ability to quantify the results upon full implementation. In addition, successful implementation of each identified efficiency opportunity is defined by the capacity to realize potential efficiencies without adversely affecting achievement of associated program outcomes.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, assistance with **Process and Productivity Improvement, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives.

## State of Texas – Department of Families and Protective Services

### Management Consulting Services Performed

**Overview:** As a state with a large, rapidly growing child population, Texas struggled with how best to address investigating abuse and neglect, providing family services, and improving permanency for children in foster care. The agency wrestled with frequent changes in priorities and insufficient staff to complete roll-out of key initiatives. They wanted to improve outcomes for children and families, deal with increasing workload, and remain cost-effective in their approach and solutions. ProCom team members conducted an end-to-end diagnostic review. Our team visited all 12 regions and talked to front-line workers, supervisors, and regional leaders to understand the local issues in every jurisdiction. The team also spoke with legislative and executive branch policymakers, as well as external stakeholders. The team assessed hiring, training, retention, policies, processes, technology support, availability of local services for families and foster children, and communication. The team identified obstacles and proposed solutions. The team supported the transformation initiatives by working with field driven teams to roll out 20 major changes in each of the 11 regions across the state. The team also testified before the Joint Legislative Committee on report findings and recommendations as well as prepared agency leadership for testimony before the legislature.

**Key Services Provided:** ProCom team members provided the core team for development of primary deliverables. Category 1 Services provided included **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, **Customized Training** as needed to achieve a management consulting objective, 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**.

## State of Vermont – Department of Public Service (Public Utility Commission)

### Management Consulting Services Performed

**Overview:** Projects related to which private sector companies could best meet the utility and communications needs of the citizens of Vermont.

First project included a systems and network review of FairPoint Communications as they sought approval from the State of Vermont for acquisition of Verizon's Communications properties. This involved planning, detailed review of all business systems related to their ability to properly process the new customer base. In addition, the telecommunications network and plant and facilities were reviewed to confirm operational readiness and FairPoint's ability to take it over. A second related project involved the review of service quality after several years of operation. A third related project provided consulting services on the proposed acquisition of FairPoint Communications by Consolidated Communications of 850,000 customers for \$2B, and whether this acquisition was in the interest of public good for the citizens and residents of Vermont. Consolidated sought approval from the State of Vermont to acquire the company and assets. The review involved a full spectrum assessment of Consolidated's capability to assume responsibility for FairPoint's communications services business. This included a review of finances, call center operations and service quality history and capability, network operations, engineering, regulatory issues, and systems.

Another project included expert testimony related to the Noverco acquisition. A Quebec corporation, Energir L.P., directly and indirectly owns Norther New England Energy corporation which owns Vermont Gas Systems and Green Mountain Power. Noverco, owns 71% interest in Energir. Valener Inc., a Canadian corporation, owns an indirect 29% interest in Energir. Noverco seeks to acquire Valener's 29% interest in Energir. Vermont's Public Utility Commission sought an independent expert review and testimony to determine if allowing this business transaction would be consistent with Vermont's public good. ProCom's experts provided review and evaluation of all petition materials and intervenor testimony as well as pre-filed and live panel expert witness testimony offering opinions on the Noverco petition.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, 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**.

In addition to the highlighted services provided to governmental entities above, ProCom brings private sector experience that also **demonstrates experience in providing services relevant to government entities**. Specifically, we see important parallels in our private sector client experience to Florida State Term Contract Management Consulting Services Customers' needs as it relates to **large complex projects involving multiple stakeholders and regulatory entities, consolidation and reorganization of operations and technology, improvements in customer service and outcomes**, as well as **business process improvements for greater efficiency**.

## AT&T

### Management Consulting Services Performed

**Overview:** Systems alignment and consolidation initiative for Commercial Customers. This involved planning and execution of program and projects, assistance with business process analysis, requirements definition and sourcing/procurement support.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Project Management**, assistance with **Process and Productivity Improvement, Systems Alignment and Consolidation**.

## Altice USA

### Management Consulting Services Performed

**Overview:** As a subcontractor to Amdocs, ProCom assisted Altice USA in the consolidation of two operating units. for operational efficiencies. Guiding principles of the transformation program include clean up and rationalization of offers, adoption of standard business processes and procedures, multiple test cycles & dress rehearsals, and multiple rollouts.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Consulting on Management Strategy, Project Management, 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, **Systems Alignment and Consolidation**.

## Cable & Wireless Communications

### Management Consulting Services Performed

**Overview:** ProCom provided overall program management oversight of 6 implementation programs in the Business Support System transformation roadmap. Program level responsibilities included: high level/phase level program timeline, program level risks and issues management, program level communications and executive communication. ProCom also provided business analysis facilitation for consolidated business processes standardized across 13 markets and supported sourcing/procurement and vendor management.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Consulting on Management Strategy, Project Management**, assistance with **Process and Productivity Improvement, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## Cincinnati Bell

### Management Consulting Services Performed

**Overview:** ProCom developed a 3-year roadmap to rationalize systems after Cincinnati Bell's merger with Hawaiian Telcom. In addition to rationalizing their internal system we also benchmarked against best of breed applications. The result was a recommendation that lead to increased application functionality for both companies and significant multimillion-dollar savings.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, assistance with **Process and Productivity Improvement,, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## Consolidated Communications

### Management Consulting Services Performed

**Overview:** ProCom lead the planning of a system consolidation effort after the merger of Consolidated Communications with Fairpoint. Our team documented the major differences in systems and recommended an approach for the consolidation. ProCom outlined the major milestones for the project and the risks and dependencies associated with the execution.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, assistance with **Process and Productivity Improvement**, **Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## EarthLink, Inc.

### Management Consulting Services Performed

**Overview:** EarthLink acquired five communications companies across the USA to embolden their internet strategy and business. As an outcome of these acquisitions EarthLink elected to replace their "legacy" systems with a "Best-of-Breed" solution along with associated business process improvements. ProCom assisted EarthLink in driving all aspects of the 3-year transformation program.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Consulting on Management Strategy, Project Management, 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, **Systems Alignment and Consolidation**.

## Frontier Communications, Inc.

### Management Consulting Services Performed

**Overview:** Frontier Communications has grown from \$3B to over \$10B in revenue by acquiring companies and properties from other telecommunications companies in the USA. For each of these acquisitions and/or mergers, Frontier has engaged ProCom to provide management consulting services to assist in successfully transitioning the acquired customer-base to the Frontier environment through merger integration planning and post-merger integration services. These mergers are significant and complex transactions requiring the seamless integration of business strategies and processes, technical and applications environments, products and services offerings, facilities, and equipment and most importantly in how the Customer is served and retained. ProCom has also provided data analysis to predict patterns in customer behavior. ProCom has been Frontier's preferred provider of these management consulting services for nearly two decades.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **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, **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, **Systems Alignment and Consolidation**.

## T-Mobile USA

### Management Consulting Services Performed

**Overview:** T-Mobile USA is undergoing an extensive transformation program related to Customer Care and Billing. ProCom is responsible for Program Management including developing work plans, project schedules, staffing plans, issue and risk identification and resolution. In addition, ProCom provides management consulting services related to the transition to new business processes and technology.

**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Consulting on Management Strategy, Project Management**, assistance with **Process and Productivity Improvement, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## Windstream Holdings

### Management Consulting Services Performed

**Overview:** ProCom has assisted Windstream in multiple acquisitions and/or mergers of companies and properties from other telecommunications companies in the USA. For each of these acquisitions and/or mergers, Windstream has engaged ProCom to provide management consulting services to assist in successfully transitioning the acquired customer-base to the Windstream environment through merger integration planning and post-merger integration services. These mergers are significant and complex transactions requiring the seamless integration of business strategies and processes, technical and applications environments, products and services offerings, facilities, and equipment and most importantly in how the Customer is served and retained.

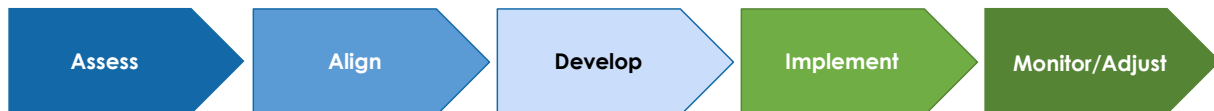
**Key Services Provided:** ProCom provided the core team for development of primary deliverables. Category 1 Services provided included **Consulting on Management Strategy, Project Management**, assistance with **Process and Productivity Improvement, Advisory and Assistance Services** relating to a Customer's mission-oriented business programs or initiatives, **Systems Alignment and Consolidation**.

## 2. PROPOSED SOLUTION

The following subsections provides descriptions for each of the Services ProCom has selected in Appendix B – Authorized Services Chart. Our responses below are **condensed to a summary level** for each Service in order to fit within the 24-page limit for the Technical Proposal (based on 9 Services, according to RFP Amendment #5.) We are prepared to provide additional detail if required and as directed during the procurement process.

### CONSULTING ON MANAGEMENT STRATEGY

A comprehensive management strategy serves to build a clear vision for an organization and to guide personnel to achieve the desired outputs and outcomes. The management strategy should include the mission and vision of an organization, tangible goals, initiatives and activities for reaching goals, a timeline for implementation, and lastly a plan for measuring results. It is very important that strategic plans be achievable. Too often organizations set unrealistic goals related to their management plans and personnel lose confidence in their ability to achieve the objectives. The diagram below illustrates the methodology for consulting on management strategy.



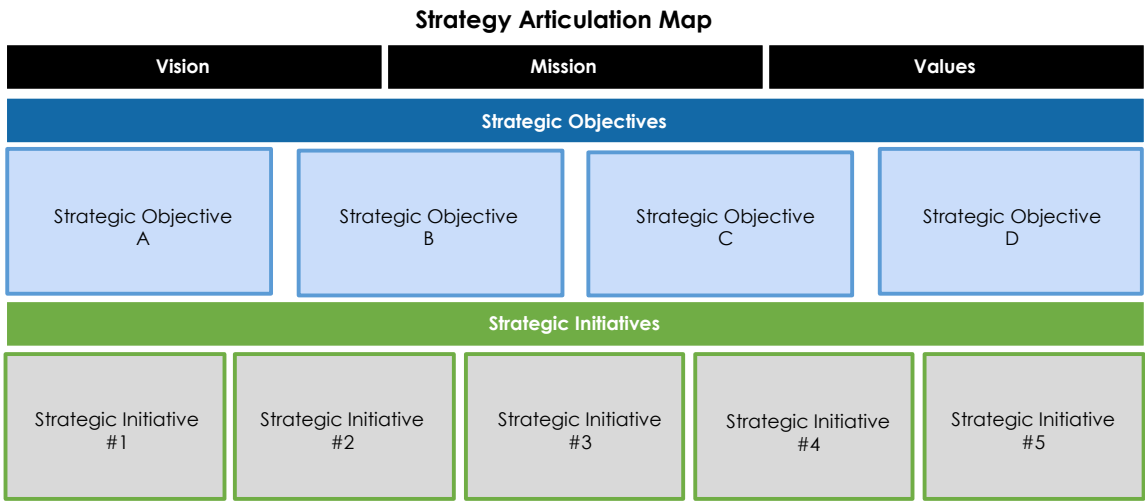
The primary activities involved in consulting on management strategy include:

- Defining the process for updating or creating the management strategy
- Conducting an environmental scan on existing components of the strategy
- Determining the key challenges, questions, and decisions to be addressed in the management strategy
- Defining/reviewing the organization's mission, vision, and values
- Constructing a shared vision for the organization
- Developing organizational goals
- Gaining consensus on the activities and initiatives for reaching goals and mitigating the issues identified
- Creating an action plan for reaching goals
- Documenting the strategy and the means to begin to execute that strategy
- Defining procedures for monitoring the execution and adjusting strategies based on external or organizational changes



The outcome of a good management strategy is a roadmap for how an organization will execute that strategy, measure progress in improving outcomes, and course correct the strategy to react to changes in the environment. A good management strategy unites the leadership team and enables all divisions to work synergistically to achieve the department’s objectives.

ProCom facilitates discussions, guides research, contributes best practice input, and engages agency personnel to buy in to the new strategy. We typically start a strategic planning process by assisting clients to understand where they are and where they would like to be since their strategic plan will serves as the road map to get them from point A to point B. By engaging key stakeholders early in the planning process, the probability of a successful execution of the strategy is increased.



One of the tools ProCom recommends is to develop a **Strategy Articulation Map** with the following elements:

**VISION, MISSION, VALUES**

This process starts by facilitating senior management first to clarify the agency’s Vision, Mission, and Values. In public sector agencies, the **Mission** is typically closely aligned to program goals established in state and federal legislation. The **Vision** should be a compelling image of a desired future. And the **Values** should be clear statements of the agency’s core principles and culture.

**STRATEGIC OBJECTIVES**

We first conduct a **SWOT Analysis**, identifying Strengths, Weaknesses, Opportunities, and Threats, working with agency senior management, internal and external stakeholder groups, and front-line workers, using workshops and surveys to collect information and facilitate discussion. We will typically also review the relevant regulatory and programmatic environment, as well as prior studies, reports, and audit findings, as well as current performance metrics as input to the SWOT analysis. We then facilitate the development of focused Strategic Objectives that clearly articulate specific desired future result linked to the mission, vision and values, and which utilizes the identified strengths to address critical problems and achieve high impact, high visibility outcomes.

**STRATEGIC INITIATIVES**

We work with the agency to define a limited number of specific **Strategic Initiatives**, each with a charter that makes the initiative actionable by defining parameters such as initiative goals, key tasks, risks/challenges, success factors, the internal and external stakeholders that must be engaged, the resource and budget needs, and where



appropriate the team (including executive sponsors, project manager, subject matter experts) as well as specific milestones for the initiative.

STRATEGIC ROADMAP

We will develop a **Strategic Roadmap** that shows the overall timeline and dependencies between the strategic initiatives.

ProCom has **extensive experience providing consulting on management strategy to government entities**, including Alaska Department of Health and Social Services, Arkansas Joint Legislative Task Force on Health Care Reform, Florida Agency for Health Care Administration, Florida Department of Children and Families, Georgia Department of Community Health, Mississippi Department of Child Protective Services, Mississippi Department of Human Services, North Carolina General Assembly and Department of Administration, Texas Department of Families and Protective Services, and Vermont Department of Public Service. In addition, ProCom brings **private sector experience relevant to government entities** from Altice USA, Cable & Wireless Communications, Cincinnati Bell, Consolidated Communications, EarthLink, Frontier Communications, T-Mobile USA, and Windstream Holdings.

Our experience providing consulting on management strategy also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency’s statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency’s 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

PROJECT MANAGEMENT

We recognize that agencies have a wide range of project management needs, and we offer our project management services on the **full spectrum of project management capability delivery models**:



In the **Embedded** model, we can provide individual or teams of project management consultants to augment the agency’s in-house team, working under the agency’s day-to-day direction, typically under a time & material staff augmentation arrangement. In the **Coordinated** model, we can work with agencies to take on responsibility for a single project or a portfolio of projects, working in close coordination with the agency, either under a time &



material or fixed fee arrangement. The **Specialty/Complex** model would be customized to meet the needs of the agency and range from managing a single complex project to providing broader Program/Project Management Office (**PMO**) and/or Program/Project Portfolio Management (**PPM**) services at the agency enterprise level.

ProCom has a holistic approach to Program and Project Management, intended to deliver measurable value to Florida Management Consulting Service State Term Contract Customers, including:

- **Mitigate Risk** by consistently and effectively managing scope, schedule, and cost/budget, and through formal tracking and managing risks, action items, issues, decisions, and lessons learned (RAIDL).
- **Deliver Desired Outcomes** by meeting agreed on timeline, quality, and price, as well as establishing clarity on expected outcomes and the reporting and management processes and metrics to achieve these.
- **Support Agency Stakeholders** both internal and external by establishing and executing an effective stakeholder management plan including external stakeholder engagement, organization change management, and communication.
- **Serve as a Force-Multiplier** by augmenting agency in-house Project Management capacity during peak demand and/or by offloading certain categories of projects.
- **Extend Agency Project Management Reach** by providing capabilities for complex projects, unfamiliar functional or technical areas, and programs with unique subject matter expertise requirements.

Our project management approach is **flexible to adjust to your preferred practices**. We will work with your team to learn and implement your methods, processes, standards, tools, and technology, and we are flexible to provide a wide range of project management professional or full-time, part-time, or hourly basis. We are skilled in multiple modes of project management including waterfall, agile, and hybrid approaches and comply with recognized industry standards including the Project Management Institute (PMI) Project Management Body of Knowledge (**PMBOK**), the Scaled Agile Framework (**SAFe**), and Prosci **ADKAR** for organizational change management. We also understand and have experience complying with federal requirements for the Advance Planning Document (**APD**) processes that govern the procedure by which States obtain approval for Federal Financial Participation (**FFP**), as well as **Florida's project management standards (Chapter 74-1, F.A.C.)** for technology projects.



The diagram above represents the components of a successful Program/Project Management Office. It shows the nine functions that must be executed to ensure the goals and objectives of a program are met with high quality.

Planning for program and project management involves understanding the scope of the future work, the roles various vendors might play, and the need to integrate concurrent projects with complex dependencies. Program and project management involves realistically estimating and scheduling the work, managing the work to perform within the schedule and budget constraints, and managing the scope to verify that the outcome will provide the benefits that the agency expected. Planning for the Program and Project Management often involves determining the roles different vendors will play and how the agency will integrate the overall work product.

ProCom believes several key principles are essential to an effective Program and Project Management function, including:

- 1 – **An empowered end-to-end Program/Project Management Office (PMO).** The PMO should do more than report the status of the work. They should drive outcomes. They should be accountable to stakeholders to deliver the work on schedule, on budget, and with the committed scope. Too often, PMO teams are merely observers who report issues and expect the agency to solve them.
- 2 – **Experience with the entire project life cycle.** For the PMO to prevent issues, they need to have the experience with the entire life cycle of taking an initiative from concept through funding through implementation and support. The PMO team members should have the expertise to know what will be required at the next phase to minimize rework. This is particularly true if the PMO is the “glue” across multiple vendor teams that do different portions of the work. The PMO team needs to see the big picture and needs to anticipate future requirements.
- 3 – **Relevant Expertise with technology.** Many projects that require a PMO are technology related initiatives. Our PMO personnel have deep expertise in the relevant technology areas to be able and ready to problem solve as challenges arise.
- 4 – **Relevant Program and Domain Expertise.** The last principle for a successful Program Management Office is significant knowledge of the program and domain for that initiative. The PMO may be required to manage the scope to verify that the project outcome will indeed expedite processes, reduce costs, improve service to citizens and a host of other desired benefits. Knowledge of the subject matter is essential in prioritizing scope decisions and keeping an eye on the most important outcomes for the agency.

ProCom has **extensive experience providing project management consulting services to government entities** including Florida Agency for Health Care Administration, Florida Department of Children and Families, Georgia Department of Community Health, Mississippi Department of Child Protective Services, Mississippi Department of Human Services, North Carolina General Assembly, Texas Department of Families and Protective Services, and Vermont Department of Public Service. In addition, ProCom brings **private sector experience relevant to government entities** from AT&T, Altice USA, Cable & Wireless Communications, Cincinnati Bell, Consolidated Communications, EarthLink, Frontier Communications, T-Mobile USA, and Windstream Holdings.

Our experience providing project management consulting services also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency’s statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency’s 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.



## PROGRAM RESEARCH, PLANNING, AND EVALUATIONS

Program research, planning and evaluations are key activities for most public sector entities. Frequent reporting to stakeholders on the effectiveness of most programs is an essential part of managing public sector entities. The specific management consulting projects may occur when new programs are created, major regulatory changes are made to programs, major gaps are identified between the existing program and the public need, or environmental factors trigger the need to pause and evaluation the program process, output and/or outcome.

This work typically starts with a project charter that defines the nature of the research, planning, and/or evaluation needed. Depending on the situation, the scope of the project may vary. Several examples are provided below to illustrate how each project scope addresses the specific program need.

### PROGRAM RESEARCH

In this *example*, the State has identified a need to manage a **new service offered to the public**. The scope of this project may be to research whether any other state, or worldwide public sector entity, has done something similar and to bring those lessons learned to Florida. The project would research the **intent and requirements from relevant statutes and regulations**. The team would identify what **business processes** will be required to administer this new program, what **level of demand for this new program** will be, what **staffing levels** are necessary to support the level of service desired, what **technology support** is required, and what other implications should be considered. The project will report the results of this program research to agency leadership and work with leaders to obtain the approval to stand-up the new program area.

### PLANNING

Program planning often happens when programs undergo massive amounts of change. For *example*, the recent Covid-19 pandemic dramatically changed the health and economic landscape and caused wild swings in the demand for health services, unemployment assistance, and a host of other human services. Each of the impacted programs had to quickly re-plan their priorities and resources to accommodate the new demands. The work required for this type of planning process includes:

- Understanding of the **new requirements** the program needs to meet
- Understanding of the **constraints** the program needs to abide within (ex. personnel, timelines, funding, work locations)
- Creative brainstorming on new **innovations, ideas, and solutions**
- Problem solving on ways to overcome **barriers**
- Frequent **communication with stakeholders** to test willingness to accept some of the creative options
- **Roadmap** for moving forward with new program plans

### EVALUATIONS

Most public sector programs have output and outcome measures associated with them. However, often these measures are long-term in nature or aimed at providing information to legislatures or public stakeholders. Often, they do not provide much insight into the root cause of why the measures are not trending in the desired direction. Program evaluations typically dig deep into the processes associated with delivering each program. They seek to understand where the problems occur and to identify what can be done to improve the outputs and outcomes. These projects look below the surface to understand **regional differences, gaps in expectations, cultural barriers, logistics issues, and a host of other real-world barriers** to why things do not always work as planned.

Evaluations typically include review of all **key metrics** affecting the **inputs, processes, outputs, and outcomes**. These typically include:

- Evaluate the **business processes and work methods**
- Evaluate the **technology support** and whether it reinforces policy and supports the desired process
- Evaluate **statutory requirements** and whether the procedures are in sync with the regulations
- Evaluate the **dashboards and reports** used by leadership to observe progress and outcomes. Understand whether they communicate the entire picture or incent certain behaviors. Understand the unintended consequences of focusing on the particular metrics reported.
- Evaluate the **outcomes compared to expectations** to understand the gaps.

Lastly, evaluations should result in an **action plan for improvement**. Awareness of issues is a great starting point, but a practical, actionable plan for achieving new targets will enable the agency to advance towards the goals.

## VARIABILITY IN SCOPE OF EACH PROJECT

In some cases, all of these activities may be combined into a given program planning and evaluation project. ProCom works with each client to tailor the scope of the project to the specific need and address the unique requirements.

ProCom has **extensive experience providing program research, planning, and evaluations consulting services to government entities**, including Alaska Department of Health and Social Services, Arkansas Joint Legislative Task Force on Health Care Reform, Florida Agency for Health Care Administration, Florida Department of Children and Families, Georgia Department of Community Health, Mississippi Department of Child Protective Services, Mississippi Department of Human Services, North Carolina General Assembly and Department of Administration, Texas Department of Families and Protective Services, and Vermont Department of Public Service.

Our experience providing program research, planning, and evaluations services also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency's statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency's 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

## PROVISION OF STUDIES, ANALYSES, SCENARIOS AND REPORTS RELATING TO A CUSTOMER'S MISSION-ORIENTED BUSINESS PROGRAMS OR INITIATIVES

ProCom brings extensive experience and a network of resources with unique expertise to conduct a wide range of studies, analysis, scenarios, and reports for government agencies. Some of the needs we frequently see from agencies, and which we have the expertise to provide, include policy impact analyses, program evaluations, feasibility studies (including Schedule IV-B), and business cases.

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## POLICY IMPACT ANALYSIS

The need for policy impact analysis may stem from a variety of sources such as from federal, state, or other agency directives. When a directive is identified, our assigned management consultants and subject matter experts (SMEs) will leverage their expertise to identify business process areas that require analysis and create a plan to target those areas for impact analysis. An added benefit of Procom is that our SMEs are program area experts and have deeply rooted contacts at all industry levels. Using this network of contacts our SMEs are quick to identify future changes within the program that would give Florida a head start in identifying impacts to its policies.

## PROGRAM EVALUATION

The program evaluation scope of work will require management consultants supported by Subject Matter Experts (SME) with experience of a broad range of program policies, procedures, processes, as well as organization and staffing, and supporting technologies. SMEs and other management consulting team members will conduct research and perform surveys of public and private entities relevant to the program evaluation scope. During the program evaluation the SMEs and management consultants will identify areas being evaluated and produce results based on this model. Part of the results will be a current business process assessment and business process improvement. By doing this the program evaluation aligns itself with the relevant industry standards (such as Medicaid State Self-Assessment (SSA)) required by federal agencies and can be used as evidence for the assessment. Since program evaluation requires senior policy level communication, the SMEs will bring senior policy experience able to interact as needed with the Governor's Office, Legislative Staff/Members, relevant Federal agencies, and with senior leadership at the agency level.

## FEASIBILITY STUDY (INCLUDING SCHEDULE IV-B)

Since technology solutions are often part of a major transformation project, it is important to agencies to have access to management consulting services that have the experience and expertise to develop feasibility studies for public sector technology projects, complying with the **Schedule IV-B Guidelines**, that meet the requirements and supports the **Legislative Budget Request (LBR)** process, including:

- Aligning the project and the agency's **Long-Range Program Plan (LRPP)**.
- Defining a **Business Case** with As-Is and To-Be processes clearly defined including assumptions, constraints, and identification of stakeholders (internal and external) that are impacted by the project, as well as alternatives analysis and articulation of the rationale for the selected alternative.
- Documenting the **Cost Benefit Analysis** with sufficient detail to establish credibility through complete, accurate, and realistic analysis of both costs and benefits. Among the requirements of the cost benefit analysis is estimating a payback period (ideally less than five years from start of the system development); clear separation between tangible and intangible benefits; a plan for realization of the benefits; inclusion of all costs that are required (ex. for certain size and complexity projects Independent Verification & Validation (IV&V) is required and must be included in the cost estimates).
- Conducting a **Risk Assessment** using the risk assessment tool with answers in eight assessment areas.
- Preparing the **Technology Plan** that considers the solution technical requirements, agency and statewide technology standards, and the flexibility to adjust to future requirements.
- Develop the **Project Management Plan** including the governance model, scope definition, work breakdown structure (WBS), and project schedule.

ProCom brings resources with the experience of providing these or analogous services for Florida and other States.

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## BUSINESS CASE

**Section 287.0571 (4), F.S.** defines the requirements for business case for any outsourcing project that has an expected cost in excess of \$10 million within a single fiscal year. This includes clearly **defining** the proposed outsourcing activity; analysis of **current agency performance**; the **goals and rationale** for outsourcing; **options analysis** including potential **performance improvements**; the **current market** for the relevant contractual services; **cost-benefit analysis** documenting both direct and indirect costs, savings, and other quantitative and qualitative benefits; **policy and process changes** required; **performance standards**; project **schedule**; compliance with **public records** laws; compliance with laws related to **access by persons with disabilities**; contingency plans for **contractor nonperformance**; and a **transition plan** relate to agency processes, employees, and stakeholders.

ProCom brings resources with the experience of providing these or analogous services for Florida and other States.

## METHODOLOGY FOR CONDUCTING STUDIES, ANALYSES, SCENARIOS AND REPORTS

Although the different scope and types of studies, analyses, scenarios, and reports require a great deal of flexibility, our standard methodology can accommodate the various requirements. We are flexible and will work with agencies to modify this standard approach as needed to meet the need of the Customer:

### Project Management

We will organize the team and request background information. We will review the scope and approach for our work with key stakeholders and modify areas of emphasis to meet the needs of the agency. We will update the project schedule and seeks agency review and approval. We will conduct regular Status and Planning meetings.

### Discovery/Review

We will gather data, policy manuals, procedure handbooks, technical documentation, organization charts, prior employee and stakeholder surveys, and any other information relevant to the scope that the agency can provide. We will schedule interviews with internal and external stakeholders and begin these interviews.

### Options Analysis

We will identify options for consideration and conduct options analysis. This may include a market scan of peer agencies in other states or other methods of developing options for consideration. The options will then be grouped and analyzed, typically on dimensions of costs, benefits, and risks.

### Recommendations

Based on the Options Analysis, we will complete recommendations. We will then formally present the results of the review and recommendations to the agency. Our workplan will allow for a period of review and revisions as needed before these deliverables are finalized.

### Implementation Plan/Roadmap

Based on the selected recommendations, the agency may also require an implementation plan or roadmap to implement the recommendations. If required, we will develop the plan and formally present to the agency. Our workplan will allow for a period of review and revisions as needed before these deliverables are finalized.

### Support for Decision-Maker and Stakeholder Presentations and Review

In many cases, one or more decision-making groups and stakeholder groups either internally or externally to the agency (ex. governor's office, legislature, federal agency) require formal presentations and in some cases several rounds of review and clarification or modification. Our team of management consultants and SMEs are experienced in supporting this process at the agency's direction.

### Project Closeout

We will work with the agency to document lessons learned, archive project artifacts, and secure final approvals.

ProCom has **extensive experience providing studies, analyses, scenarios and reports to government entities**, including Alaska Department of Health and Social Services, Arkansas Joint Legislative Task Force on Health Care Reform, Florida Agency for Health Care Administration, Florida Department of Children and Families, Georgia Department of Community Health, Mississippi Department of Human Services, North Carolina General Assembly and Department of Administration, Texas Department of Families and Protective Services, and Vermont Department of Public Service. In addition, ProCom brings **private sector experience relevant to government entities** from Cincinnati Bell, Consolidated Communications, and Frontier Communications.

Our experience providing management consulting services for studies, analyses, and reports also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency's statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency's 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

## CUSTOMIZED TRAINING AS NEEDED TO ACHIEVE A MANAGEMENT CONSULTING OBJECTIVE

Training is designed to provide users with the skills and comfort to effectively perform all responsibilities of their job. Training may be needed when new business processes are rolled out, new technology is implemented, new people are hired, or leadership identifies the need for refresher training to improve performance in an area. Training is often provided for internal and external stakeholders – not just the front-line employees executing a set of tasks.

### LEARNING PRINCIPLES

Our approach to training is based on industry Best-Practices and adult learning principles. According to Malcolm S. Knowles, adult learning is different from the learning we did as children. For adult learning to be successful, the training approach must recognize that **adults want to know *why* they should learn**. Adults need to take responsibility for their learning, and they bring their own experience to learning. The training approach must plan for the right timing as adults will learn **when** the need arises. Lastly, adults are task-oriented in their approach to learning. ProCom considers these important factors when working with agency leaders to create a training plan. The sequence of activities before training starts will drive the adult awareness of the need to learn something new.

### COMMUNICATION PLAN

The communication plan should outline what information will be sent to future students well in advance of actual training sessions. Effective communication is about increasing awareness of the change about to occur and educating people on why the agency believes this change is important. Effective communication takes many forms – emails, videos, social media, flyers, posters, etc. There are audiences that will respond to the high-tech communication methods and audiences that will pay the most attention with simple, low-tech approaches. The communications plan will consider the future audience and tailor the presentation of the message to ensure it is well received. The communications will prepare the adults for why they should care about the new content that will be covered in training. Simple activities, such as a pre-test of course materials, can quickly help the adults

focus on the skill gaps that training will help them correct. All these activities prepare for the actual conduct of training.

## LEARNING STYLES

ProCom also recognizes different learning styles. Some people need a visual presentation while others do well if audio and text reinforce the same message. Some people need a hands-on practice approach where they can jump to the application of the academic concept to the real-world business tasks. We work with our clients to provide the right combination of video materials, instructor-led, self-study reading materials, or real-time job aids and help text. We consider whether the agency will need to repeat this training, month-after-month, with new hires or new external stakeholders. We consider whether the training needs to be used for people at all levels of leadership and whether shorter and longer versions of content, with differing levels of detail, should be prepared and included.

## TRAINING EVALUATION

For situations where it is essential to verify that employees or stakeholders have mastered the content, ProCom can evaluate how well students master the new materials. This can be simple on-line tests to provide scores for each student and require them to repeat training modules if the score is insufficient. More sophisticated training evaluation can include simulations of the actual work environment where students are required to make real-time decisions based on the policies and procedures included in the training. Supervisors can observe how the training translates into different judgments for actual or mock business cases and continue to coach students on improving their approach.

For situations where the agency provides training to a large number of external stakeholders, informal feedback on the effectiveness of training may be appropriate. Simple surveys can be conducted via a cell phone text to prompt a user to start a short survey. If training is conducted on-line, a pop-up window can provide a student the opportunity to provide feedback immediately at the conclusion of a training course on how easy the content was to understand, whether the navigation was easy to follow, and other simple questions. Lastly, email surveys can be sent to training participants a month after their training to ask them whether training prepared them to perform the tasks expected of them. This feedback is then included in regular updates to the training materials to fine-tune the content and delivery to maximize effectiveness.

ProCom has **extensive experience providing customized training consulting services to government entities**, including Mississippi Department of Human Services and Texas Department of Families and Protective Services. In addition, ProCom brings **private sector experience relevant to government entities** from Altice USA, EarthLink, and Frontier Communications.

Our experience providing training also demonstrates our capability to **provide services statewide**. Specifically, at the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency's 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

## ASSISTANCE WITH PROCESS AND PRODUCTIVITY IMPROVEMENT



The major activities of ProCom’s Process and Productivity Improvement methodology are illustrated in the diagram above. The work starts by understanding and **documenting the current state**. Our team gathers existing relevant information such as organization charts, call volume statistics, policy manuals, training manuals, and the agency’s strategic plan. This will allow our team to minimize the time the agency staff must spend providing baseline information and allow ProCom to respect the unique starting point for our work. The work can be done at a high level or at a very detailed level depending upon the needs of the agency. It is important to understand all the steps in the processes and the associated schedule implications. In some cases, agencies will want to probe the details of how technology supports the processes while other agencies may want the work more focused on the handoffs of work between divisions or teams. The relevant information will be documented.

The next step focuses on **understanding the challenges with the current state and opportunities for improvement**. Bottlenecks that delay work, expensive rework, redundant efforts, poor technology support, lack of training, ineffective separation of duties, and other problems will be identified. Budget and schedule implications will be documented. It is often helpful to interview not only the people doing the process as well as the stakeholders who receive the output of the process to fully appreciate the issues associated with the current state.

The next step is to **design the process improvements**. The “To Be” Process will be documented and reviewed by key agency personnel close to the process. The new process design should solve the key challenges identified in the previous step.

The last step is to **analyze business case for making the change**. Agencies often must request project funding for training or technology improvements. It is often important to document the proposed cost of making the change as well as the associated long-term benefits.

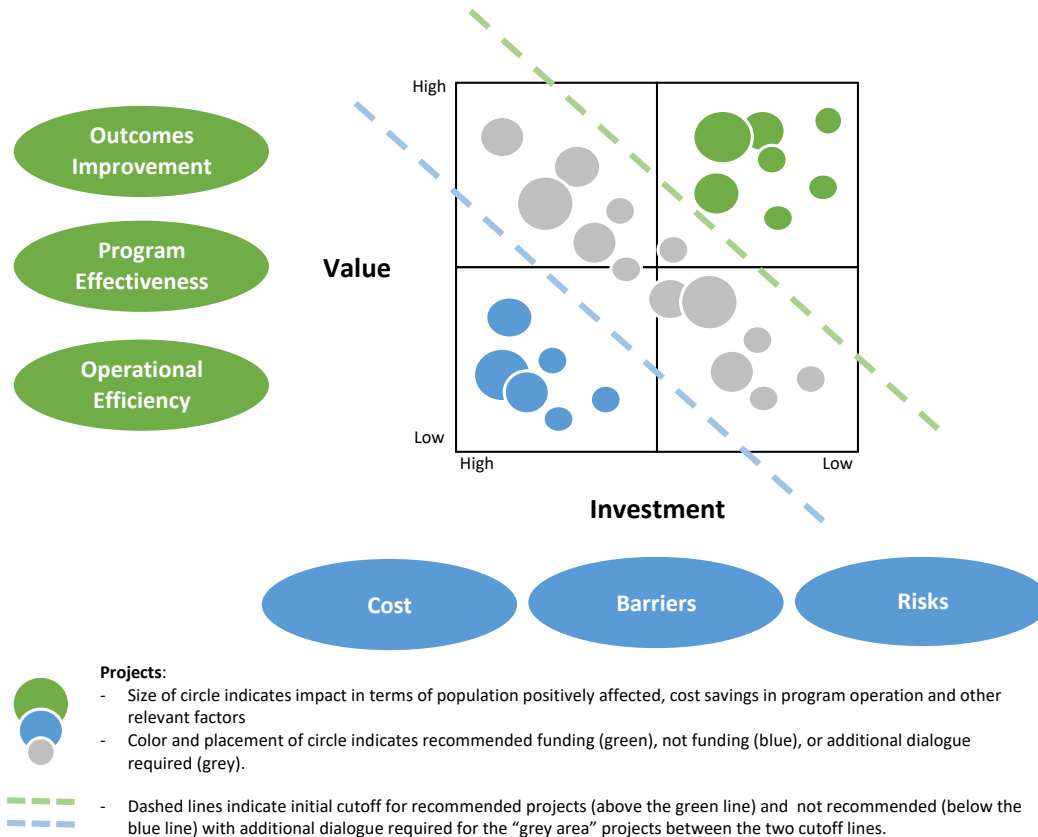
Some of the tools we use during this phase **are facilitated sessions** with agency staff and with key stakeholder groups and partner organization; **publicly available information** from other States and Federal agencies; **best practices** from peer agencies, other public sector programs and private sector industry solutions; **ProCom’s network of subject matter experts**; and the **core client service team experience and expertise**. We have experience from multiple states in conducting **statewide on-site and/or virtual site visits** in order to understand the differences in service models, processes, and organization across counties, districts, circuits, or other relevant local service delivery methods, including the network of local partners and provider organizations.

This process often results in a large number of proposed process and productivity improvement initiatives. If desired, we can assist in **focusing the program and supporting agency decision-making** by implementing a formal **prioritization methodology** that takes into consideration multiple dimensions, including the Governance and Guidance from senior executives, balanced against a Value/Investment Analysis. Using this process for decision-making will be particularly important in a situation that involves a potentially large number of proposed projects with a wide variety of stakeholders, while also considering competing demands within the program areas.

As illustrated in the diagram below, the Value/Investment Analysis approach balances the value of a proposed process or productivity improvement initiative with the investment required, taking into consideration multiple



dimensions and constraints. For example, the **Value** of the project would take into consideration the anticipated outcome improvements, program effectiveness metrics, and operational efficiencies measures. The **Investment** required for the project involves not only the cost, but also barriers including technical feasibility barriers, social/community barriers, and barriers associated with inter- and intra-governmental coordination and regulation, as well as the risks and the risk mitigation effort required to realize the potential value of the proposed project.



In addition, the **Impact** of the project is considered, in terms of population affected (ex. number of children, public assistance recipients, regulated professionals/businesses), cost savings/ avoidance in program operation, and other relevant measures of impact. The **Constraints** of funding availability, as well as the guidance and requirements to qualify for specific funding sources (ex. federal match, grants, trust fund, general revenue) will also be taken into considerations with the intent of optimizing the value from the investment.

As projects are identified, **iterative prioritization** can be conducted on the entire portfolio of proposed projects, plotting the analysis to identify the initial cutoff points for those projects where approval is initially recommended vs. those where approval is not recommended. This process will allow for dialogue on both the preliminary recommendation and on the "grey area" of projects that neither clearly fall into the recommended nor the not-recommended categories. An initial "draft prioritization" can be conducted early, identifying the "preliminary recommended" projects for additional analysis. As additional projects are identified or as further analysis is conducted to provide additional detail, the prioritization process can be repeated.

Before a Process and Productivity Improvement initiative is launched, we will work with the agency to formally define the **Project Charter** for the initiative which typically includes: Problem Statement; Proposed Solution; Value Metrics: Outcomes, Program Efficiency, Operational Efficiency; Estimated Investment Required; Barriers and Risks; Timeline for Implementation; Constraints. This becomes an important input to Project Management activities to realize the expected benefits.



ProCom has **extensive experience providing assistance with process and productivity improvement to government entities**, including Alaska Department of Health and Social Services, Florida Department of Children and Families, Mississippi Department of Child Protective Services, Mississippi Department of Human Services, North Carolina General Assembly and Department of Administration, Texas Department of Families and Protective Services, and Vermont Department of Public Service. In addition, ProCom brings **private sector experience relevant to government entities** from AT&T, Altice USA, Cable & Wireless Communications, Cincinnati Bell, Consolidated Communications, EarthLink, Frontier Communications, T-Mobile USA, and Windstream Holdings.

Our experience providing project management consulting services also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency's statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency's 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

## EXPERT WITNESS SERVICES IN SUPPORT OF LITIGATION, CLAIMS, OR OTHER FORMAL CASES RELATING TO MANAGEMENT CONSULTING

ProCom brings a network of resources with unique expertise that can be of assistance as expert witnesses for agencies, whether for litigation, claims or other formal cases, also including testimony before the legislature or other decision-making bodies where expert testimony is required related to management consulting.

### FINDING THE RIGHT EXPERTS

The first step is clarifying the requirement for the expert. We work in a consultative manner with the agency to determine the requirements for the expert witness, based on the unique situation in the litigation, claim, or other formal case. We then leverage both our bench of management consulting professionals and our network of subject matter expert (SMEs) to identify options for the agency's consideration.

### CONDUCTING BACKGROUND CHECKS

We will conduct the appropriate background checks to ensure that the expert does not have conflicts of interest, a history of adverse history of challenges or other issues that will disqualify or compromise the witness.

### PREPARING FOR THE CASE

If desired, our expert witnesses and management consultant will work with the agency to develop and analyze options to achieve the desired outcomes in the case. We will work with the agency to prepare for the witness testimony. This may include preparing reports, presentations, exhibits, and other artifacts required for the case. As part of the preparation, our experts can provide input and analysis to the agency regarding potential questions and challenges and assist in preparing responses in advance.

### PROVIDING EXPERT TESTIMONY

Our management consultants and subject matter experts are seasoned professionals that know how to properly interact with a variety of audiences to establish credibility, clearly explain expert opinions, and address questions and challenges.

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## PROVIDING SUPPORT

Our management consultants and subject matter experts will be available for “on call” support to help address additional challenges and questions, provide additional expert analysis and opinions as needed, and serve as a sounding board for the agency when required.

## CLOSING OUT THE CASE

Our management consultants and subject matter experts will work with the agency to document lessons learned, archive case artifacts, and other activities required during the case close-out.

ProCom has **extensive experience providing expert witness services to government entities**, including Texas Department of Families and Protective Services and Vermont Department of Public Service. In addition, ProCom brings a **network of subject matter experts and seasoned management consulting professionals** that stand ready to serve as expert witnesses as required.

Our experience providing expert witness services also demonstrates our capability to **provide services statewide**. Specifically, at the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency’s 12 regions statewide, which informed and prepared our expert witnesses. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

## ADVISORY AND ASSISTANCE SERVICES RELATING TO A CUSTOMER’S MISSION-ORIENTED BUSINESS PROGRAMS OR INITIATIVES

Clients often need advisory and assistance services focused on a mission-oriented business program or initiative. Public sector entities need these types of services when a **new program area** is launched, when there is a **spike in workload**, when a particular program is **underachieving relative to stakeholder expectations**, or from a variety of other internal and external causes.

ProCom Consulting brings the right resources to provide the specific assistance needed. These resources may include:

- **Program Area Experts.** These resources will bring best practice insights from other states and years of working in, and supervising, this program area. They can assist agency leadership with policy and procedure changes to bring the program into compliance with new regulations. They can assist with maximizing federal funding for a particular program by improving key federal indicators. These resources have the deep understanding of the mission for each program as well as the real-world challenges of providing this particular program to citizens. They understand the realities of working in the program area.
- **Business Process Experts.** These resources can coach employees on becoming more citizen centric or more productive in their daily tasks. They can assist agency leaders identify bottlenecks that slow down delivery of services or cause extra work for staff. They look at the overall flow of work through an agency or program area and determine the root cause of issues interfering with delivery.
- **Technology Experts.** These resources understand the importance of the computer systems supporting the business processes and program procedures. They can quickly identify problem areas and recommend cost-effective quick wins to address issues. They can work with business and IT leaders to identify longer



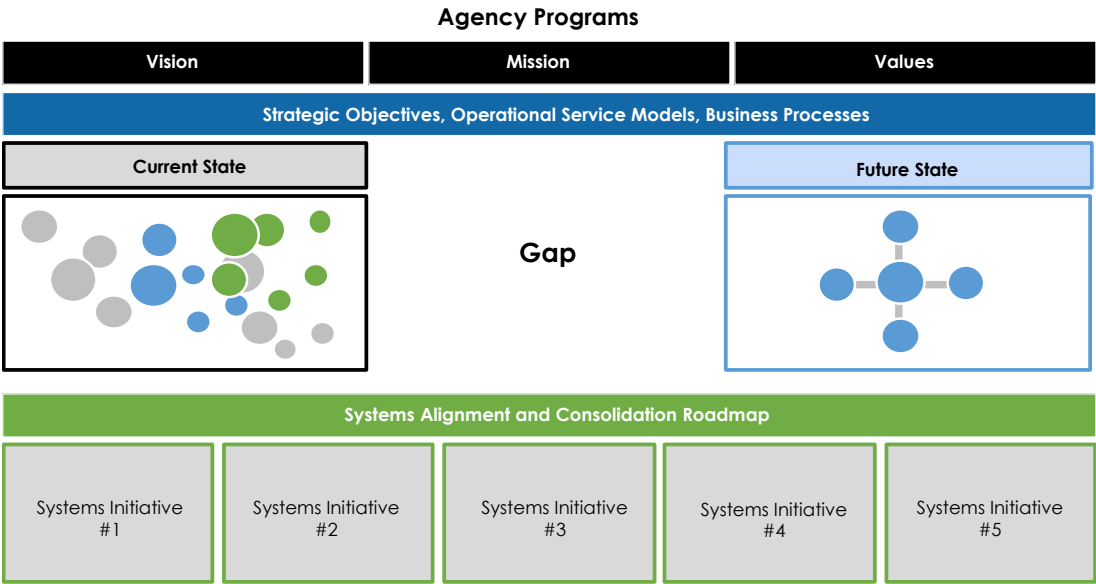
term solutions and create the necessary business case documentation to request funding to fix systemic deficiencies.

In all these projects, ProCom works with the client to **define the problem statement** and to **focus work activities** on the specific scope needed. ProCom is flexible in responding to short term needs as well as in committing resources to projects of longer duration. In all cases, the team creates a **plan**, defines **measures** for how the ProCom support will demonstrate added value, and reports **status** weekly and/or monthly. ProCom also supports the agency with an **exit plan** where the support from ProCom winds down and the agency personnel seamlessly assume responsibility. All work products are transitioned to the agency and agency personnel are trained to be self-sufficient and continue the progress ProCom started to make the program successful.

ProCom has **extensive experience providing advisory and assistance consulting services to government entities**, including Alaska Department of Health and Social Services, Arkansas Joint Legislative Task Force on Health Care Reform, Florida Agency for Health Care Administration, Florida Department of Children and Families, Georgia Department of Community Health, Mississippi Department of Child Protective Services, Mississippi Department of Human Services, North Carolina General Assembly and Department of Administration, Texas Department of Families and Protective Services, and Vermont Department of Public Service. In addition, ProCom brings **private sector experience relevant to government entities** from Altice USA, Cable & Wireless Communications, Cincinnati Bell, Consolidated Communications, EarthLink, Frontier Communications, T-Mobile USA, and Windstream Holdings.

Our experience providing advisory consulting services also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency’s statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency’s 12 regions statewide. For the State of Mississippi Department of Human Services, we provided services across each of the 82 counties. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

SYSTEMS ALIGNMENT AND CONSOLIDATION



ProCom Consulting understands the importance of **aligning information technology** systems with agency **strategy**, business **processes**, and **operational procedures**. We help clients align their systems with agency/program mission and objectives. We work with our clients to **rationalize and consolidate applications** where possible to improve

operational **efficiency**, reduce **maintenance costs**, and increase **collaboration**. We work with clients to create the vision of what an ideal future state will look like and to document a comprehensive and achievable **roadmap** for how to move from the current state to the desired future state.

## CURRENT STATE

The typical project starts with an assessment of the current state. Stakeholder interviews are conducted to understand the goals for the project. The agency and program objectives drive what systems are needed and how the systems should support the program areas. The team creates a picture of the current technology architecture. The team documents the business processes supported and technology related expenditures. The project team documents the application architecture and technology architecture and identifies deficiencies in the way the applications current support the programs. The team articulates the business need for changing the current technology approach and prioritizes the different areas according to urgency and importance.

## FUTURE STATE

The project typically considers multiple factors in determining the desired future state. Overall state goals for IT strategic direction are documented as are agency goals and inter-agency agreements. Federal directives for interoperability and maximizing federal funding are considered. The strategic direction for the agency, and each program area, are considered and guiding principles are agreed upon to determine priorities. An application blueprint and technology blueprint are created for the future state.

## ROADMAP

The next step is to create the roadmap for how to move from the current state to the future state. Most agencies do not have the personnel nor the funding to change everything at the same time. The change must be staged to realistically plan for funding and resources needed to make the necessary changes happen. A governance process is created to manage the change and assist the agency make steady progress towards achieving the consolidation goals. The roadmap typically documents the direction, objectives, and specific business and technology initiatives over a 3 to 5-year period, including business objectives; performance targets; initiatives with specific strategic, functional, organization, and tactical outcomes; technology architecture and infrastructure requirements and initiatives necessary to support the individual application initiatives. The roadmap provides milestones for measuring and communicating progress.

ProCom has **extensive experience providing systems alignment and consolidation consulting services to government entities**, including Alaska Department of Health and Social Services, Florida Agency for Health Care Administration, Florida Department of Children and Families, Georgia Department of Community Health, Mississippi Department of Child Protective Services, Mississippi Department of Human Services, Texas Department of Families and Protective Services, and Vermont Department of Public Service. In addition, ProCom brings **private sector experience relevant to government entities** from AT&T, Altice USA, Cable & Wireless Communications, Cincinnati Bell, Consolidated Communications, EarthLink, Frontier Communications, T-Mobile USA, and Windstream Holdings.

Our experience providing systems alignment and consolidation services also demonstrates our capability to **provide services statewide**. Specifically, at the Florida Department of Children and Families where we provided services across the agency's statewide community-based care network. At the Texas Department of Families and Protective Services we worked on-site with agency field-level personnel throughout the agency's 12 regions statewide. At Mississippi Department of Child Protective Services, we worked across the 82 counties to incorporate regional differences into the consolidation alignment strategy. Most of our consulting experience includes engaging either in-person or virtually across multiple geographical sites.

## **Contract Attachment D**

### **Authorized Services List**

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

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

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

Contract Attachment E



Contractor Information Form

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

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

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	ProCom Consulting, Inc		
FEIN:	58-2452658	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.ProComConsulting.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Geir Kjellevold			
Email:	gkjellevold@procomconsulting.com			
Phone:	850-566-6399	ext.		
Address:	1618 Mahan Center Blvd, Suite 106			
City:	Tallahassee			
State:	FL			
ZIP:	32308	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Martha Tuthill			
Email:	mtuthill@procomconsulting.com			
Phone:	410-253-7599	ext.		
Address:	15800 Birmingham Highway, Building 400			
City:	Alpharetta			
State:	GA			
ZIP:	30004	+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.


Full service management consulting services for state and local agencies across the state of Florida.
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## 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:** PROCOM CONSULTING, INC.

**Respondent Federal Employer Identification Number (FEIN #):** F58-2452658

**Authorized Signature:** 

**Print Name:** Geir Kjellevoid

**Title:** Senior Vice President

**Date:** 6/8/2020

**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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_