



**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 **22ND CENTURY TECHNOLOGIES, 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.

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

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

h) Contractor's Administrative Responsibilities.

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

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

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

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

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

j) Business Days.

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

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

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

k) Routine Communications.

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

l) Contract Reporting.

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

1. MFMP Transaction Fee Report.

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

2. Contract Quarterly Sales Reports.

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

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

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

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

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

3. Diversity Report.

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

4. Ad-hoc Report.

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

m) Business Review Meetings.

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

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

n) Price Adjustments.

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

o) Contract Transition.

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

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

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Telephone: (850) 488-8367

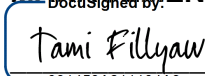
Email: Christia.Nunnery@dms.myflorida.com

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

22ND CENTURY TECHNOLOGIES, INC.

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

DocuSigned by:

4ABEB5D0045E4D6
Kulpreet Singh
Director Sales

DocuSigned by:

991450A211104A3...
Tami Fillyaw
Chief of Staff

2/17/2021 | 7:38 AM PST
Date: _____

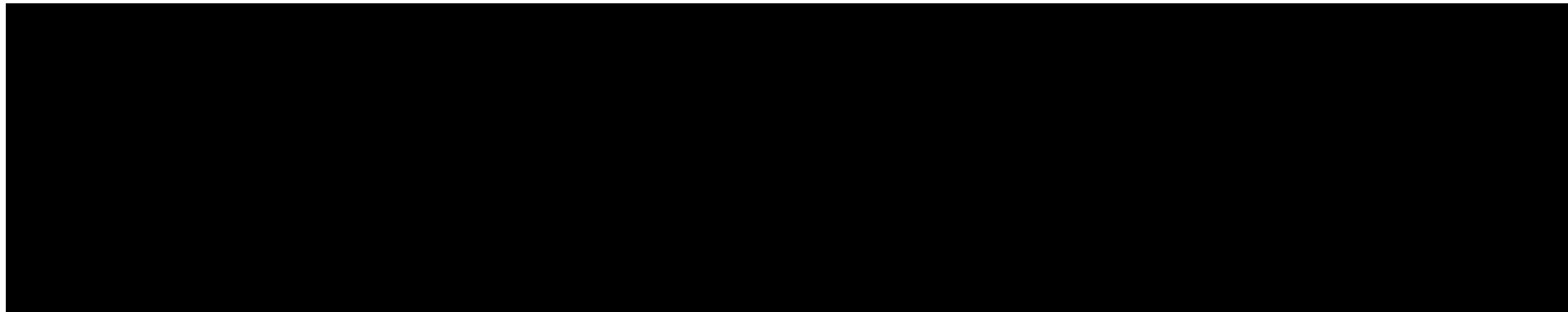
2/18/2021 | 3:30 PM EST
Date: _____

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

Respondent Name	22nd Century Technologies, Inc.
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts 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	\$160.23	\$160.23
Senior Consultant	\$142.93	\$142.93
Consultant	\$137.72	\$137.72
Junior Consultant	\$98.12	\$98.12
Program and Administrative Support	\$78.23	\$78.23



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

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

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

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

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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



22nd Century Technologies, Inc.

CMMI Level 3 | ISO 27001 | ISO 20000 | ISO 9001

Response to Request for Proposals #06-80101500-J Category 1: Management Consulting Services

Submission Date: Jun 9, 2020 @ 1:00 PM, EST

Technical Proposal



TSCTI claims that information contained in our proposal is confidential and proprietary. We believe that the data contained in the proposal like contact information of proposed staff, technical and management approach, proposed subcontractor and price quote. Disclosure of these information can be used by our competitors to under-price us on future bids, reverse-engineer aspects of TSCTI 's approach, lure away subcontractors or key employees. Thereby we request the government to provide us the opportunity to provide a redacted copy of our response for FOIA and protecting the undue advantage of FOIA disclosure.



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Consulting on Management Strategy

22nd Century Technologies, Inc. (TSCTI) Experience and Process

TSCTI has more than 23 years of experience in providing consulting on management strategy to various government clients. Our proven methodologies are centered on achieving the benefit and values by aligning our government client’s strategic objectives, capabilities and information systems requirements with a best-fit technology capability.

[Redacted]

for improvement. We use a structured methodology to model, analyze, measure, improve and optimize operations. TSCTI is successfully helping our clients in finding an alternative with the most cost-effective or highest achievable performance under given constraints.

We provide professionals to our clients who hold expertise in Process Mapping and Modeling; Analysis of Existing Processes; Development of New Processes; Roll-out and Training Strategy of New Processes; Building Key Performance Indicators; Establishment of a Measurement System and Process Performance Management. Our strategic management consulting services include:

- Strategic Planning
- Operations Planning
- Business Team Organization
- Succession Planning
- Alignment of Key Human Resource Initiatives
- Best Human Resources Practices
- Competency Alignments
- Facilitating and Team Building

TSCTI utilizes our expertise, industry experience, analysis and innovation to provide insights that inform and develop strategy recommendations to the *Florida Department of Management Services (Department)*. TSCTI has experience in developing fact bases, articulate suggestions that give us the leverage analytics, executes work plans, delivers outcomes, recommendations, and prepare action plans for our client. We effectively collaborate with staff and key stakeholders to maximize the execution likelihood and impact of the strategy. TSCTI leverages our clients by providing data-driven problem-solving techniques and analytical rigor, to manipulate, interpret, and competitive intelligence and business data to translate into insights for strategy development.

Proposed Solution

With our proven government experience, we will deliver management strategy consulting services that result in full satisfaction of the Department. Our experienced team of professionals will help the Department to identify the key challenges and future implications, opportunities in order to turn these into a strategy. TSCTI team will manage all changes in

[Redacted]

and this gives us leverage to recruit and regent the candidates at a fast pace thus minimizing the project start time. Our team of professionals will closely work with the Department to solve issues, create value, maximize growth and improve business performance. TSCTI’s business skills provide objective advice and expertise and help the Department to develop any specialist skills that it may be lacking.



Project Management

We have collectively serviced over 25 contracts for over 14 federal and state agencies providing Project Management Services. Our capabilities and ability to perform in this category are demonstrated below through several examples of experience and qualifications. Our experience will help the Department to achieve its goal of providing these services with high quality, and at optimize cost. In the current economy, with a reduced budget and higher expectation, TSCTI will help the Department to achieve a better return on investment and reduced the total cost of ownership. TSCTI's project management approach recognizes that project success requires a combination of management focus, repeatable process, and detailed documentation to help ensure continued operation while [REDACTED]

[REDACTED]

[REDACTED] based QMS (Quality Management System) to manage and monitor our projects.

TSCTI's Experience Project Management

We are providing Project Management services to various state agencies across the US, few of which are *Maryland*

[REDACTED]

[REDACTED] communication and that proper attention is paid to schedule, risk, and change. Our Program Management effectively appraised the program management effort and will focus on process, performance, and risk management efforts. We evaluated process-oriented tasks which included a review of major PM work products. Positive control over underlying PM processes, including those found in the Project Management Body of Knowledge (PMBOK) and the Capability Maturity Model, Integrated (CMMI) essential to the success of Oversight Program Support Services. By verifying these processes, especially change management, issue tracking, and risk management, and the major PM work products, the Project team provided the client insight into the organizational maturity of the PMO team. We examined how this team addressed the issues and the outcomes of their efforts. Through a combination of observation, inspection, and statistical sampling, our Project team evaluated whether procedures employed by the Project Management team conform to established procedures; whether they properly capture and manage critical program risks and issues; whether or not the results obtained addressed the risk/issue/change in question; and what can or should be changed in order to improve the quality of the results obtained. Performance-Oriented Tasks included schedule reviews and management of budget and scope. Schedule reviews and cost analysis will be conducted and focus on identifying trends affecting schedule, allowing the project team to mitigate the underlying issue, minimizing the impact of that issue. Cost analysis monetized progress in a way that sheds light on schedule, budget, and quality and is valuable for detecting possible scope changes that are coming from within the project, and therefore not immediately apparent to the program manager. Central to our approach will be to monitor how the PM team implements its monitoring and control process.

All of the PM Project tasks had a risk-oriented aspect to them and are input to Risk Assessment and Management. Technical risk also had an impact on PM risk. Assessing it is a key component of the Technical Project tasks, and is input into PM risk management. The schedule is the embodiment of the organization's decisions concerning risks and assumptions. The performance-oriented tasks, discussed above, are focused on how well is the organization doing. They also provided the raw material for risk assessment. Our project team assessed schedule risk as part of the root-cause analysis we conduct on schedule performance issues.



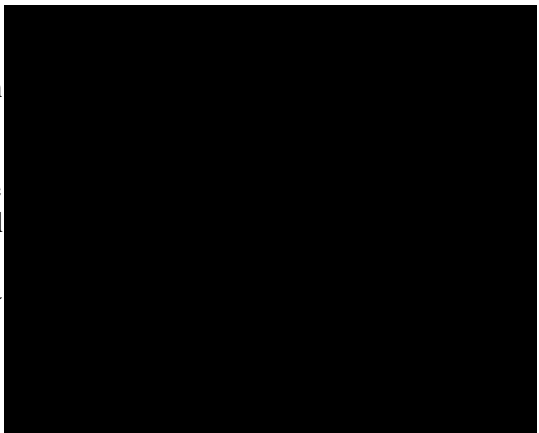
Proposed Solution

The objective of our approach is centered on evaluating the current project against the ability to provide efficient, high-quality execution through the use of lean agile processes. We leverage our experience in both Project Management as well as our experience in lean execution in order to assess the ability of the current project to provide cost-effective, responsive, and high-quality services and to meet its goal. For each area of Project Management described below, we evaluated for each of the major elements of lean execution (Eliminate waste, build quality in, create knowledge, defer commitment, deliver fast, Respect people, Optimize the whole).

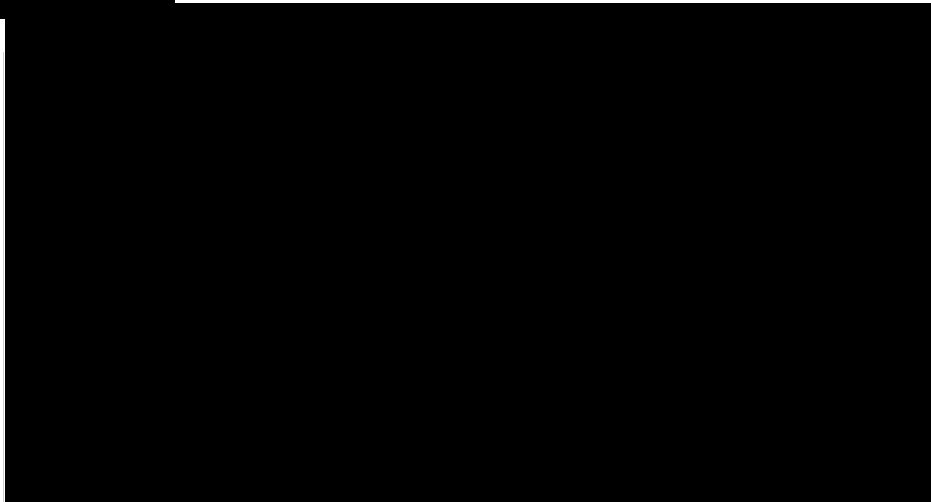
Project Management Approach: Agile Process

We employed an agile process to perform Project Management to assess the current shortfalls against project goals. Each shortfall expressed as a user story that can be decomposed through standard agile practice into a product backlog of multiple dimensions, eventually resulting in an agile TEAM Plan. This is shown below.

Agile Team Plan development: This graphic shows that the current state was assessed (we had used a “radar” approach which looks at multiple dimensions of organizational and technical state), and that various transformational (goal state) tasks are developed and placed into a backlog. These may be technical (e.g. a new tool), or maybe organizational (e.g. new Communication Plans or team structures), or may involve training or coaching. With our client and stakeholder input, each item is prioritized according to its business value and placed in the backlog for potential execution. Items are eventually executed according to agreed upon timelines and resources. Once a process improvement backlog item had been completed metrics are defined and implemented to assess



commercial clients. For our client, we plan to utilize our CMMI Level III and ISO 9001 processes to conduct Project assessments, utilize best practices as per the Project Management Institute, and key knowledge sources for pertinent guidance including emerging technical standards guided by our client and CMS IT strategic plans and policies. As part of our CMMI Level III Quality Plan certification, we have developed and maintain ISO 9001 compliant Quality checklists containing items to be audited for the areas of Project Management, Development, Maintenance, Network and Systems, Human Resources, Quality, and Training. Each checklist contains between 50 and 100 items to be audited. Our delivered Project Management Plan will select and prioritize the relevant set of all these and choose the appropriate method for evaluation of each.



Coaching/Process improvement Kanban board

TSCTI has a strong pool of over 3,000 professionals relating to this category out of which 60+ are in Florida with fully expertise in



accomplish the task. This framework breaks recruitment down into ten clearly-identifiable steps and this gives us leverage to recruit and regent the candidates at a fast pace thus minimizing the project start time.



Program Research, Planning, and Evaluations

TSCTI is providing Program Research, Planning, and Evaluations Services to our clients from the last 23 years. We have successfully managed various programs from research to planning to evaluation for both State agencies and local government agencies. Our experience gives us the leverage to professionally manage the outcomes, finances, resources and stakeholders while ensuring delivery of quality and timely outcomes which integrated into the strategic vision and objectives of our client. TSCTI has a strong hold in [REDACTED]

TSCTI program planning is the cornerstone of a project's success and returns on investment to the business. Providing an action plan backed by sufficient authority to direct related efforts across functional boundaries, the service also includes the investment strategy for individual or multiple programs rolled out concurrently. TSCTI consultants carefully address issues such as who is being served by the program, the scope of data being targeted for availability, the technology and infrastructure requirements and most importantly expected costs versus expected value from the project. Based on this discovery, TSCTI develops a comprehensive program plan that includes the following components:

- **A program vision**, presenting a concise statement of program objectives in terms of value-add to the business.
- **An incremental investment plan**, defining a sequence of projects spanning overtime to meet the needs of defined constituencies. A critical component of this plan is a Program Composite View which outlines the right projects in the right sequence and links the data management environment to evolving business opportunities. It includes 3-6 project releases with defined constituencies, subject areas, uses, sources, and architecture components for each release.
- **An architecture roadmap**, defining the architecture precisely enough so that development and service activities can be carried on by multiple teams simultaneously with the assurance they will be consistent and correct. In this sense, the architecture includes:
 - Design principles: unique and critical rules of the road.
 - Information architecture: design guidelines describing what to do and design techniques defining how to do it.
 - Technical architecture: a component plan of building blocks.

TSCTI Program plans may optionally include **organization and staffing plans**, covering roles and organizations within an ongoing program, corporate shared resources, and general guidelines for staffing individual projects.

Program plans – an integrated view of the Department's data management efforts

Our program plan is part of the ongoing data management process and is continually kept current. It focuses attention on the next deliverable while providing end-to-end visibility of the total effort. The data warehouse program maintains the integrated picture of the Department efforts and where the Department are heading. It is the roadmap! Get started on the Department path to success with TSCTI program Research, Planning, and Evaluations services.

Our experienced staff track and monitor the progress of the defined program activities and report status, risks, issues; recommend adjustments to ensure the successful completion. Maintains and updates project baselines; monitor deliverables; assess documents, plans and applications; conduct quality reviews of projects and tasks. While projects are in the planning stages, TSCTI Research Managers work with team members to identify goals, research methods, variables, and other parameters. They also choose how to collect data and offer recommendations for evaluating the project. During the planning phase, we provide leadership, coordinate, and administer the strategic planning process for programs and initiatives. We coordinate and closely monitor the development and implementation of programs, special projects, research studies, and other initiatives. We provide supervision and provide work allocation, training, promotion, enforcement of internal procedures and controls, and problem resolution; evaluates performance and makes recommendations; motivates employees to achieve peak productivity and performance.

While the evaluation of the program, we provide comprehensive advice to our clients on all phases of the intervention process in addition to outcome assessments. We create and maintain internal evaluation reports to provide feedback to our clients' programs. Develop and design questionnaires, surveys, and other data-gathering instruments for evaluations. And apply analytical skills to survey and other evaluation data to provide evidence to lead and apply persuasive leadership skills to project improvement efforts.



2. **Documenting the as-is and to-be business process:** During this phase, we focus on reviewing the process to gain a thorough understanding of the system. We will review the existing design, architecture, capacity planning and testing artifacts. Our team setup clarification sessions with the stakeholders as needed to confirm our understanding of the project. Document the design issues such as non-compliance, potential scalability issues, or known compatibility problems with the technology stack as part of this exercise. Our team also analyze & document the as-is business processes and figuring out all possible ways to improve it and design and document the to-be processes. Our team starts this process with review goals, objectives, reports and requirements by Department. Our team also review existing design documentation, as needed. Our staff identify the benefits of the project, potential project team members, project deliverables, and project performance metrics. Our team provide a report that documents control gaps, risk analysis, and suggested steps for remediation. Based on the process our team will identify the best suitable modeling technique for the Project. [REDACTED]

[REDACTED]

[REDACTED] the timelines suggestion to bridge any gaps.
4. **Develop Recommendation & Implementation Roadmap:** Based on the findings from the Gap analysis, TSCTI conduct further review and analysis to understand the scope, specifications and business processes of the already planned modernization initiatives currently planned for the Department. This initial step will facilitate the understanding of new initiatives required to complete the bridge gap between the current process and the target process. Additionally, the TSCTI conduct the assessment of the gap-fit matrix developed in step 4 with key Department stakeholders. The goal of this review will be to assess the additional initiatives and recommendations required to bridge the gap. The finalized roadmap will be published and will ensure that the Department project is successfully deployed and all program objectives are met.

Status Reports and Program Management Reviews: Employing our best practices in conjunction with Department standards brings added value by saving time and money because our disciplined, structured processes provide for more efficient use of resources. Our approach will be characterized by a focus on the primary use of the reports being developed and the role the information initiative being reported plays in the implementation and maintenance of middleware. We maintain our focus by:

- Making documentation support activities (e.g., modifications of existing documentation or development of new documentation) a component of our work plan, with its stream of work within our work plan;
- Ensuring reporting activities are formalized, planned, structured, and undergo a peer review to validate and quality check the work effort and provide for process improvement;
- Tailoring each report effort to consider the primary purpose of each report;
- Documenting activities as part of our regular status report process

Weekly Status Reporting – TSCTI will provide the weekly project status report to measure the performance of each of the [REDACTED]

[REDACTED]

[REDACTED] Status Report (MSR) that summarizes product and process findings, as well as pertinent quality metric information. The status report includes the following:

- Quality work performed and progress made during the reporting period
- Milestones achieved
- The work schedule for the next reporting period
- Problems, issues, or concerns encountered
- Recommendations, lessons learned, corrective actions, or continuous improvements implemented.

Minutes and Action Items – TSCTI will create meeting minutes’ documents of action items need during a discussion with the Department and stakeholders and others are meeting about one or more topics on a need basis.



Project Documentation – TSCTI understands the importance of project documentation as it is used to define how a project will be managed and the governance surrounding it, and will provide Department project documentation as required using approved templates and formatting.

Our Staffing Approach

Using our unique Staffing Resource Assessment (SRA) and job requisition process, we help the Department to identify the tangible and intangible skill sets required for a successful fit within the Department. Our SRA approach considers business goals, organizational structure, future staffing needs, contracts, and other elements to find the Right Match. Candidate

[REDACTED]

[REDACTED] partner by many diverse organizations. Hence, we would be able to collaborate with the Department and provide the provision of studies, analyses, scenarios, and reports relating to a Customer’s mission-oriented business programs or initiatives services with the right mix of highly qualified resources along with TSCTI’s extensive Local, State and Federal experience.



Executive/Management Coaching Services

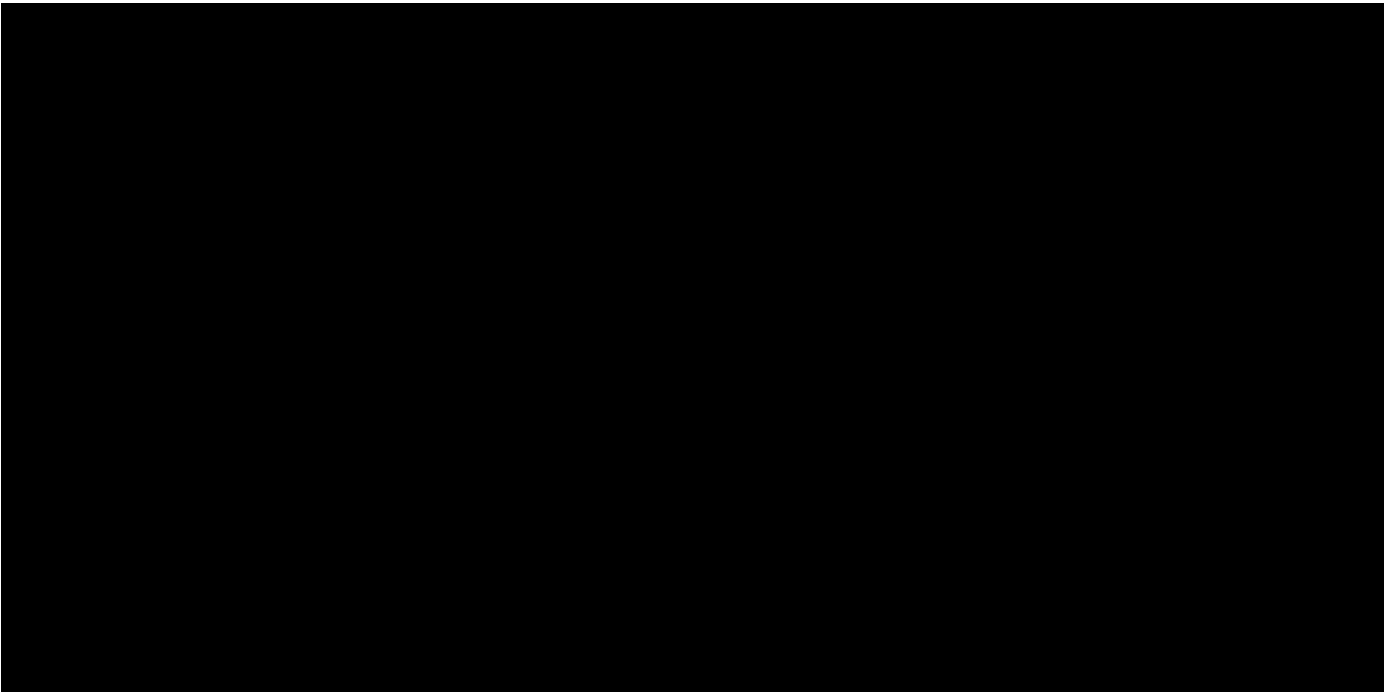
At “TSCTI” Professional Certified Coach (PCC) enables us to bring about a permanent positive change”. Our Meticulous Scientific systems of Business Coaching, Executive Coaching, Performance Coaching & Leadership Coaching empower Department to achieve clarity on how to Increase Sales, grow the Department’s Business, and extinguish worries and enable the Department to deal stress and set the Department on a path-breaking way, the attainment of both personal and business goals. TSCTI Executive/Management Coaching Programs help to:

- Meet the demands of ongoing change with nimble, engaging, and proactive leaders
- Equip leaders with the competencies and skills to achieve the Department’s strategic goals
- Retain top talent
- Prepare executives for challenging new assignments
- Quickly assimilate new leaders with their teams
- Enable leaders to powerfully lead global and diverse teams
- Empower leaders to create and inspire high-performing teams

Our Process Approach: TSCTI has established a strong track record of successful coaching relationships. Leadership Coaching is recognized as key support and an effective tool for strategic projects, leadership support, growth and development for success, or performance enhancement. Creating better leaders and managers is seldom easy. An effective combination of unbiased views and feedback, coaching techniques and fine-tuning of styles can lead to sustainable growth and change.

Develop a Customized Process - that is the key to our approach. Not simply a program off the shelf, but a customized program to meet the Stakeholder’ needs.

“Contract for Success” is established between the Stakeholder, the Participant and the Coach, by an in-depth exploration of the issues before starting the coaching activity. Having a coach is an essential ingredient for any successful organization in a fast-paced, ever-changing business environment. Our 23 years of coaching experience allow our coaches to effectively impact professional development for the Department current and future leaders.



TSCTI’s Experience

Our client sought a partner to support their Market Vice Presidents (MVPs) through a large-scale, culture change transformation. The MVP role needed repositioning and redefining as the organization was shifting its market position from a traditional drugstore to a daily living destination. The leadership structure needed to become less hierarchical and more collaborative among business units and develop an increased focus on community involvement. TSCTI matched the MVPs with carefully selected executive coaches to guide them through this transformation.



- Before the engagements commenced, all the executive coaches were trained on the business strategy, as well as the individual leader’s background in the organization
- Our executive coaches worked with the MVPs to develop action plans focusing on their leadership competencies and concentrating on changes to their roles and responsibilities throughout the market
- Executive coaches provided continuous support and feedback to MVPs throughout the coaching process, readjusting action plans as needed
- By involving the leader’s direct managers and key stakeholders, MVPs had the opportunity to define initiatives and relationships that would be key to their success
- TSCTI provided the client with weekly project progress reports, tracked the success of the program using Coaching Evaluation Questionnaires, and utilized ROI reporting to measure tangible and intangible business outcomes

Over 50% reported that coaching had a “high” or “medium” positive impact on improved relationships with direct reports, stakeholders, peers, and clients. Several MVPs stated that its improved teamwork, elevated job satisfaction, increased organizational commitment, and reduced conflict. Over 65% of leaders reported that coaching had a “high” or “medium” positive impact on tangible areas such as bottom-line profitability, organization strength, top-line revenue, customer service, and productivity. All participants felt they made progress on changes that would improve their leadership capabilities, with more than half the feeling that they had succeeded in making the changes needed.

Proposed Solution

TSCTI offers more than 20 government clients nation-wide, an exclusive range of Executive Coaching Programs, customized to meet their respective organizational needs. We also undertake real-time, on-on-one Executive Coaching

[REDACTED]

[REDACTED] /management coaching services with the right mix of highly qualified resources along with TSCTI’s extensive Local, State and Federal experience



Customized training as needed to achieve a management consulting objective.

TSCTI Experience

TSCTI provided training to more than 10 government agencies across the nation. Our training examines the different leadership qualities, styles, and skills leaders need to spark team-member motivation, provide constructive feedback, and lead the members of their teams effectively. Participants in these training events will gain a new sense of confidence in their abilities as well as a practical working knowledge of the concepts underlying effective leadership, both of which are crucial to creating team alignment and achieving extraordinary results. TSCTI is currently working with its clients' leadership to identify internal training and development needs. We create and follow-up on internal annual training plan with a monthly training plan; Create, support, facilitate and monitor all orientation and induction training for new hires, managers and supervisors; Upload training documentation into Workday; Support, facilitate and document internal training actions for employees, managers and [REDACTED]

[REDACTED]

[REDACTED] and managers with all local processes regarding Performance; Reviews and Succession Planning in Workday. We coordinate local "Training Center" management and ensure it is well equipped with required resources and training supplies at all times; Support and participate in all local audits and required documentation; Manage local training budget and prepare to report in alignment with CU standards; Communicate all local training catalogs, events, activities and dates in newsletters and on bulletin boards to provide T&D information to all employees and managers regularly; Coordinate and supervise the local apprenticeship program, students, interns.

Proposed Solution

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

specialist skills that it may be lacking.



To augment the capability of our recruiters, we have a premium account of all the popular job websites, such as LinkedIn, Monster, Dice, Indeed, CareerBuilder, etc. Since inception, we have successfully acquired, managed and delivered a variety of projects including customized training as needed to achieve a management consulting objective or initiatives related to project and provided staffing services on diverse platforms to both Government and Commercial agencies. We have productively handled [REDACTED]

[REDACTED] highly qualified resources along with TSCTI's extensive Local, State and Federal experience.

Assistance with policy and regulation development.

TSCTI helps agencies and policymakers in the United States develop regulatory analyses, processes, and methodologies that power a full spectrum of public services, from economic impact to environmental justice. We offer a full range of services to assist clients who develop, promulgate, and implement regulations, including:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] rules

Experience, Approach & Proposed Solutions

TSCTI's staff has practical information on how the U.S. federal informal rulemaking process works and guidance for regulators on required components of procedural tasks and potential challenges along the way; Citations to relevant statutes, regulations, and Executive Orders; References to authoritative interpretations of important rulemaking concepts. We provide economic and financial analysis to public and private organizations seeking to evaluate programs and policies. Our Clients repeatedly call on TSCTI for our innovative analyses and ability to deliver practical and timely results that help them meet their goals, no matter how complex. Our interdisciplinary teams of economists, policy analysts, and subject matter experts provide the following services—across all markets served by TSCTI:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Socioeconomic Research

TSCTI has conducted regulatory impact analysis for dozens of agencies, including estimating costs and benefits and the effects of regulations on small businesses. TSCTI economists have conducted retrospective reviews to evaluate whether existing rules have generated benefits and costs in line with those predicted before implementation and help determine whether the rules should be amended or eliminated. We have helped our clients build internal capacity by developing databases combining multiple sources of regulatory costs and benefits data that agencies can use to conduct analyses. We

[REDACTED] conducted dozens of cost-benefit analyses to compare program and policy alternatives. We excel at quantifying the benefits and costs falling outside the bounds of market activity that are not readily monetized. TSCTI economists have estimated return on investment, net benefits, and break-even points for many



programs and policies relating to infrastructure, energy, environment, transportation, and other sectors. We have applied innovative methods for estimating the benefits of preventing “low-probability, high-consequence” events. We develop strategies to attract businesses and formulate economic development plans. We conduct labor market analyses to evaluate the demand for, and supply of, workers. We assess policies ranging from environmental tax credits to fiscal incentives for resilient infrastructure. To ensure that program costs are fully recovered fairly and equitably, TSCTI conducts user fee studies to assist [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], occupational composition, financial performance, regulatory environment, and technological trends.



Assistance with process and productivity improvement.

Since 1997, we have successfully assisted the Government, Education, Healthcare, construction, and real estate industries (to name a few) with creating a process improvement plan that is customized to each and their unique needs. Our process and product improvement consultants analyze the organization’s operations and provide advice on how an organization can save money, become more efficient, and exceed customer expectations. Led by a certified Lean Six Sigma process improvement expert, we will help Department to identify the highest-value opportunities, focus on the most critical challenges and help the Department create a strategy that will set the Department apart from competitors. Our Process Improvement Professional analyzes, and measures the effectiveness of existing business processes and develops sustainable, repeatable and quantifiable business process improvements. Our Process Improvement Professional work assignments are varied and frequently require interpretation and independent determination of the appropriate courses of action. Our Process Improvement Professionals pans perform and implements process improvement initiatives such as Lean or Six Sigma. Diagrams and evaluates existing processes. We have experience in developing metrics that provide data for process measurement and identifies indicators for future improvement opportunities. We collect data to determine the root cause of problems; Measure performance against process requirements; Align improvement to performance shortfalls; Provide consultation on the use of re-engineering techniques to improve process performance and product quality. We deliver presentations and training courses including measurement, analysis, improvement and control.

Our Process Improvement Specialist leads business, operations,

[Redacted]

We have assisted many clients in determining business issues and recommending solutions to drive business value using Lean Six Sigma methodology. We have extensive experience in identifying waste in processes and drive a culture of continuous improvement. We have utilized business knowledge aligned to business [Redacted]

[Redacted] solutions, and collaborate with and advise improvement project sponsors, managers, and leaders to prioritize, shape and deliver continuous process improvement projects.

Our approach to Business Process Improvement delivers business value by creating a sustainable framework for improvement while establishing momentum for process excellence across the enterprise. While often associated exclusively with Six Sigma, [Redacted] Define, Measure, Analyze, Improve, and Control) as the underlying business process improvement methodology. DMAIC is a proven, data-driven methodology. It can be scaled [Redacted]

Along with

[Redacted]

Department.

Our Staffing Approach

We also utilize our proven and ISO compliant *10-step recruitment framework* to accomplish the staffing task. This framework breaks recruitment down into ten clearly-identifiable steps and this gives us leverage to recruit and regent the



candidates at a fast pace thus minimizing the project start time. Our team of professionals will closely work with the Department to solve issues, create value, maximize growth and improve business performance. TSCTI's business skills provide objective advice and expertise and help the Department to develop any specialist skills that it may be lacking. To augment the capability of our recruiters, we have a premium account of all the popular job websites, such as LinkedIn, Monster, Dice, Indeed, CareerBuilder, etc. Since inception, we have successfully acquired, managed and delivered a variety of projects including assistance with the process and productivity improvement or initiatives related to project and provided staffing services on diverse platforms to both Government and Commercial agencies. We have productively handled and completed projects and benefited the respective agencies by providing professionals with the skill sets as per their requirements. In the process, TSCTI has come to be considered a trusted partner by many diverse organizations. Hence, we would be able to collaborate with the Department and provide assistance with process and productivity improvement services with the right mix of highly qualified resources along with TSCTI's extensive Local, State and Federal experience.

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

Our reliable expert witness services allow the Department access to qualified specialists with a focus on consistent communication and attention to detail. Appointing experienced professionals with appropriate capabilities is vital for such a critical service. Our expertise in management consulting and reputation for providing reliable expert witness services positions us as the Department's ideal partner. Built over two decades, we have secured a global reputation for providing independent analysis and management consultancy and expert witness services in legal and insurance disputes. TSCTI provides the technical testing support required in preparation for litigation:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

We offer expertise across a diverse range of industries and services. Our platform of global experts are highly trained and certified in a diverse set of legal and expert witness disciplines, and can provide expert testimony on a broad range of topics.

- We inspect complex code bases and explain how they work.
- We author expert reports that support specific conclusions with technical evidence.
- We provide expert witness testimony and consulting.

We have extensive experience in patent litigation:

- We help develop or refute patent infringement claim charts.
- We provide feedback from a technical perspective during claim construction.
- We investigate prior art and research patent invalidity.
- We consult on ITC investigations related to computer software patents.

TSCTI offers expert witness consulting across a diverse range of industries and services. Our highly trained expert witness and litigation teams specialize in the following areas:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] evidence analysis protocols
- Determining specification compliance
- Evaluating patent infringement
- Delivering detailed and convincing deposition and trial testimony



- Conducting joint plaintiff and defendant investigations
- Coordinating with other outside engineering experts, testing, and support firms
- Advanced instrumentation and qualified expertise

Our Staffing Approach

Our Staffing Resource Assessment (SRA) approach considers business goals, organizational structure, future staffing needs, contracts, and other elements [REDACTED]

[REDACTED]

[REDACTED] platforms to both Government and Commercial agencies. We have productively handled and completed projects and benefited the respective agencies by providing professionals with the skill sets as per their requirements. In the process, TSCTI has come to be considered a trusted partner by many diverse organizations. Hence, we would be able to collaborate with the Department and provide expert witness services in support of litigation, claims, or other formal cases relating to management consulting services with the right mix of highly qualified resources along with TSCTI's extensive Local, State and Federal experience.

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

Using proven tools, processes, best practices and systems, TSCTI provides needed output in the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and services that complement the expertise already inherent within the organization. Some of our Advisory and [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] includes in life cycle engineering policies and procedures for the procurement and sustainment of training systems, sub-systems, components, processes, equipment, and software and technology insertion or planning.

- **Training Support:** Experience includes training support assistance with identifying training requirements, analyzing and evaluating training plans, and assisting with obtaining or developing training programs or other training support.

TSCTI's all advisory and assistance services are classified in one of the following definitional subdivisions:



Management and professional support services, i.e., contractual services that aid, advice, or training for the efficient and

[Redacted text block]

[Redacted text block] find the Right Match. Candidate Discovery is the next critical step in the process. Using our extensive industry resources, including both active and passive channels, we identify and attract the top candidates for the Department. We also utilize our proven and ISO compliant *10-step recruitment framework* to accomplish the staffing task. This framework breaks recruitment down into ten clearly-identifiable steps and this gives us leverage to recruit and regent the candidates at a fast pace thus [Redacted text block]

[Redacted text block]

[Redacted text block] TSCTI has come to be considered a trusted partner by many diverse organizations. Hence, we would be able to collaborate with the Department and provide Advisory and assistance services relating to advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives services with the right mix of highly qualified resources along with TSCTI's extensive Local, State and Federal experience.

Systems Alignment and Consolidation.

Through our integrated approach, supported by professional consolidation services, Department will be able to improve its services and added value level to the Department clients with global analyses of their wealth, advanced portfolio management features and other related services such as:

- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]

- [Redacted text] can be delivered via regular reporting and/or online through a powerful web interface.
- Further services can be delivered to build a scalable and tailor-made solution with:
- Risk assessment (client profiling), risk monitoring (portfolio level), risk reporting





- Risk modeling, portfolio optimization, risk attribution
- Valuation of assets such as Private Equity, illiquid assets or Real Estate
- Wealth structuring (tax, products...) & wealth engineering
- Art & Finance services like collection management, lending programs and portfolio optimization services
- Tax reporting services
- Further services dedicated to Family Offices

Our capabilities as a global service provider with its multidisciplinary competencies aim to deliver this service worldwide enabling the Department to concentrate on the delivery of other or new services/activities. We developed this step-by-step

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted] allowing us to select services and build a solution fitting the Department needs

Our staffing approach

Our Staffing Resource Assessment (SRA) approach considers business goals, organizational structure, future staffing needs, contracts, and other elements to find the Right Match. Candidate Discovery is the next critical step in the process. Using our extensive industry resources, including both active and passive channels, we identify and attract the top candidates for the Department. We also utilize our proven and [Redacted]

[Redacted]

[Redacted]

[Redacted] per their requirements. In the process, TSCTI has come to be considered a trusted partner by many diverse organizations. Hence, we would be able to collaborate with the Department and provide Systems Alignment and Consolidation services with the right mix of highly qualified resources along with TSCTI's extensive Local, State and Federal experience.

Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

TSCTI's Grants Management staff has a wealth of experience in applying for and managing federal programs, state projects, and competitive grants. Our staff works closely with educators and administrators to take their ideas and refine them into compliant, approvable grant projects that are easy to track and manage through accounting software. Resources Associates takes a unique approach to grant management. We carefully analyze organizational policies, procedures, and practices, and we evaluate and monitor the Department's financial and grant management and evaluation protocols. We then align the Department practices with that of funders to ensure that the Department are in full compliance. Throughout this process, we provide the Department with affordable (and often free) technology solutions that will allow the Departments staff to track grant activities and expenditures. Our Grant Management Services also include:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted] any changes in budget or scope that the Department might have for the grant.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

22nd Century Technologies, 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.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- 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:	22nd Century Technologies, Inc.
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FEIN:	22-3502121	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***
Website:	www.tscti.com	

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Kulpreet Singh		
Email:	govt@tscti.com		
Phone:	888-998-7284	ext.	
Address:	220 Davidson Ave., Suite 118		
City:	Somerset		
State:	NJ		
ZIP:	08873	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Kulpreet Singh		
Email:	govt@tscti.com		
Phone:	888-998-7284	ext.	
Address:	220 Davidson Ave., Suite 118		
City:	Somerset		
State:	NJ		
ZIP:	08873	+4:	

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

Contract Attachment F No Offshoring

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

Respondent Name: 22nd Century Technologies, Inc.

Respondent Federal Employer Identification Number (FEIN #): 22-3502121

Authorized Signature: *Eva Gaddis-McKnight*

Print Name: Eva Gaddis - McKnight

Title: Administrator

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.
